

**In The United  
States District Court  
For The District of Delaware**

STEVEN KREBS d/b/a Kreative  
Gardens Center

Plaintiff,

Civil Action No. 06 - 455

-Against-

PATRICIA A. MEYERS  
Defendant.

\*\*\*\*\*

**Racial Implication(s)  
Please Take Legal**

28 U.S.C. Section 1446. **NOTICE** 28 U.S.C. Section 1443.

This is a viable / Active

**"NOTICE OF REMOVAL"**

Now, here come(s) PATRICIA A. MEYER(S), Pro se of RR4, Box 103A, Frankford, Delaware 19945 - 9804, by and through her Power of Attorney / emissary / Dennis L. Smith, who is also Pro se and a witness with the lawful - support and Heretofore clarified Assistance of my power of Attorney,. Who has been wrongfully Heinously denied the most basic essential - elemental / Fundamental, Rudimentary - minimal - Mandated,

not out - dated, Inalienable constitutional - libertie(s) to be capable to uphold his obligation,. To be an; agent / emissary / power of Attorney as Mr. Dennis L. Smith has, since 2003,.

**Prohibited / Proscribed Divisive Racial**

**Divide / Racial implication(s);**

Ms. Patricia Meyers, could not / cannot receive a fair, state court judicial proceeding. Without her specifically - Vehemently Requested power of Attorney Mr. Dennis L. Smith,. This is totally patently unconstitutional,. And in fact wrongfully signifie(s) fatal error(s) / Assignment of error(s),. However priority still; is the divisive Racial - Divide, of the court and suspect opposing legal counsel who cannot take it,. That Mr. Dennis L. Smith is an African - American,.

**Scope;**

In a nut shell, this superficial notorious Civil Action must be Legally Removed, to a "United States District Court, of proper - situs for instant - Action; This previous civil action was filed in the State of Delaware's Court of Chancery in the State of Delaware's Sussex County site on; February 23, 2005 .

Due, to prohibited - vile - indignant "Racial - injustice," of the Court in Question; first of all, Attorney John E. Tarburton

was removed from the Law firm of Procino & Tarburton LLP, because of his deceitful June 8, 2006 letter to Ms. Patricia A. Meyers , for one reason. Also the Sussex County Delaware Court of Chancery deceitfully stopped Mr. Dennis L. Smith from using his "Power of Attorney" after approximately one year and four months, in this civil case 1120 - S, See Exhibit E, which is the February 10, 2006, Motion to Dismiss.

Also in this Motion to Dismiss, is a enclosed January 19, 2006 letter, therefore see this letter's page #11, paragraph #6, which Explained at that time, how Mr. Smith uses his "Power of Attorney". Concerning this issue, Chancellor Chandler III had no problem in his May 26, 2006 Court Order, with page # 11, paragraph # 6, but now in his July 18, 2006 Court Order Revenge because of Mr. Smith July 8, 2006, letter which involves Chancellor Chandler III in his Wanton Actionable negligence and / or Conspiracy. See; 42 U.S.C. Section 1985(3). Not limited to; Also his wrongful intentional judicial - canons. Furthermore, see the # 7 reasons why Civil Case 1120 - S, needs to be Dismiss, in the February 10, 2006 Motion to Dismiss. Also for proof and understanding See; listed Exhibits: **A, B, C, D, E, F, G, H, and I.**

Dear; Clerk Please in the lawful interest of Justice and to implore;  
True constitutional vehement uniformity, in this Federally Owned &  
Operated United States District Court of Law;

**This Constitutional Notice of "Removal."**

Is based on the, Unconstitutional - Ground(s); of; the de facto  
Court of Chancery's defunct; illicit

**{01}. 28 U.S.C. Section 1443.** Ms. Patricia Meyers, diligent  
Power of Attorney, was wrongfully cast - out of continuing to protect Ms.  
Patricia Meyers, best interest, solely / only due to the Color of his skin,,  
Ms. Patricia Meyers cannot receive a fair State Court  
Proceeding / Trial per se in the de facto court of Chancery of Del,.

**{02}. 28 U.S.C. Section 1441(c).**

**{03}. 28 U.S.C. Section 1985(3).**

**{04}. 28 U.S.C. Section 1983.**

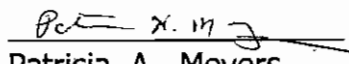
Also; The "Gross - wrongful," Transgression(s), of the de facto /  
de funct inferior Court of Chancery, are not legal in these United States  
of America,. Also the proscribed continued, / still continuing; wrongful  
Racial - Implication(s), against my dear - friend, and Legal Power of  
Attorney,. Is not consistent with the fundamental(s), of Liberty &  
"Justice,". And is patently violative,

and of multiple denial(s) of several viable federalized statute(s) of, as well as 28 U.S.C. Section 1343.

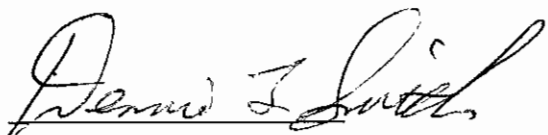
### **"NOTICE OF REMOVAL"**

Based also, upon the de facto inferior State of Delaware's Court of Chancery of Racist, Sussex County Delaware. Who did illegally - entwine commingle in proscribed "Racial - Injustice,." And also did wrongfully deny "Due process", All the while, and also wrongfully violated U.S. Const. 14<sup>th</sup> Amend., See Also 42 U.S.C. Section 1981(a). Invidious Intentional Discrimination(s),.

Respectfully Submitted.

  
Patricia A. Meyers  
Route 4, Box 103A  
Frankford, DE 19945

Date: July 27, 2006



Dennis L. Smith  
P. O. Box 311  
Selbyville, DE 19975 /  
power of attorney  
/agent / emissary / and  
witness for Patricia A.  
Meyers

**In The United  
States District Court  
For The District of Delaware**

STEVEN KREBS d/b/a Kreative  
Gardens Center

Plaintiff,

Civil Action No. \_\_\_\_\_

-Against-

PATRICIA A. MEYERS  
Defendant.

\*\*\*\*\*

**Please See; Inferior Court docket - Enclosed;**

**Dearest; Clerk Mr. Peter T. Dalleo & Staff**

**Please Take Legal / Lawful Pertinent / Relevant Notice;**

The Civil - Case to be constitutionally; "REMOVED" due to "Racial  
Implication(s)" is from the Honorable Vel non / de facto Vel non

**STATE OF DELAWARE'(S)  
Court of Chancery  
Of Sussex County**

Civil Action No. 1120 - S Previously presided via tort - feason Honorable  
Chancellor William B. Chandler 03<sup>rd</sup>.,

**PLEASE SEE; EXHIBIT "I"**

July 27, 2006

X Pat A. Meyers

Ms. Patricia A. Meyers

X Dennis L. Smith

Mr. Dennis L. Smith

Power of Attorney  
/agent / emissary / and  
witness for Patricia A.  
Meyers







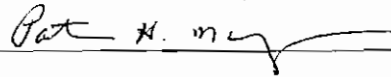
CERTIFICATE OF SERVICE

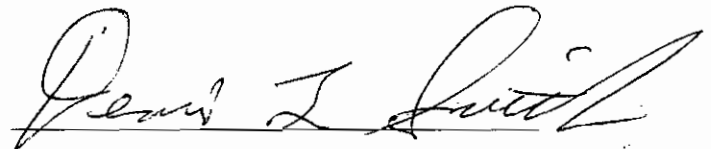
I hereby certify that two true copies of the "Notice of Removal" have been Hand-Delivered and/or certified mailed this 27 day of July 2006 to counsel for the Plaintiff at the following addresses:

John E. Tarburton, Esq,  
303 North Shipley Street  
Seaford, DE 19973  
( Now, works out of his house)

Chancellor William B. Chandler III  
Court of Chancery  
34 The Circle  
Georgetown, DE 19973

and that counsel and Chancellor Chandler III has received these two copies by Mr. Dennis L. Smith power of attorney / emissary /agent and witness, for **Patricia A. Meyers.**

  
\_\_\_\_\_

  
\_\_\_\_\_

A

65684

**Exhibit A**

General Power of Attorney

00776 041

TO ALL PERSONS, be it known that I, PATRICIA A. MEYERS, Drivers License No. 427897, of RT #4 Box 1034 FRANKFORD, DE. 19945, located in Sussex County, the undersigned Grantor, do hereby make and grant a general power of attorney to my close friend of the family, DENNIS L. SMITH SR, of RT 3 Box 96 FRANKFORD, DE. 19945, and do thereupon constitute and appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent: Grantor gives agent complete authority, to any and all real estate properties, leased properties, including any and all properties sold to, will to and/or owned by Grantor, to act and/or handle as agent choose in any matter. See most details below of real estate powers.

## Real Estate Powers

DEAL WITH PROPERTY. To retain, invest in, sell, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon, or otherwise deal with or dispose of any property and to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments, assignments of, extensions of, satisfactions of, and releases of mortgage, subordination agreements, and any other instrument or agreement of any kind in connection therewith and affecting real and personal property located at County Road 382, near Johnson's Corner, Baltimore Hundred, Sussex County, Delaware consisting of 39.02 acres with improvements and any property hereafter owned by Grantor located anywhere, which my attorney-in-fact/agent may deem to be necessary.

My attorney-in-fact/agent has complete authority to appoint another agent and/or agents other than himself to have the same complete authority or limited authority, through a written agreement. In my will, to my son ( Mack L. Davis Jr. ) and agent, also will allow my agent to continue with complete authority as mentioned in this document.

Notice: Any copy of this document, received by anyone, is to prove the authority that the agent has now and had verbally before. This idea of giving complete authority to my agent, was initiated by me, ( Grantor ). There are four (4) of these same exact Power of Attorney documents signed, witnessed to, and notarized, which are superior over any other power of attorney that I had granted to my attorney-in-fact/agent, but, one (1) of these four (4) must be recorded in the Recorder Of Deeds.

My attorney-in-fact/agent hereby accepts this agreement, and I affirm and ratify all acts so undertaken.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 27<sup>th</sup> day of October, A. D. 2003.

Witnesseth:

Witness

Amanda J. Ford  
Witness

Grantor

Pat A. Meyers  
Dennis L. Smith Sr.  
Attorney-in-Fact/Agent

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

RECORDER OF DEEDS  
JOHN F. BRADY

03 OCT 27 AM 11:51

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October, A. D. 2003, personally came before me, a Notary Public for the State and County aforesaid, Patricia A. Meyers, and acknowledged the foregoing Power of Attorney to be her act and deed.

KAREN M. SAMSEL

NOTARY PUBLIC - DELAWARE  
My Commission Expires March 10, 2005 NOTARY PUBLIC

Karen M. Samsel  
NOTARY PUBLIC

SUSSEX COUNTY  
S.C. SURCHARGE PAID

B

Date

Notes

Exhibit B

**Sussex County Sheriff's Office**  
**SERVED SUMMONS**  
**(SUBSTITUTE SERVICE)**

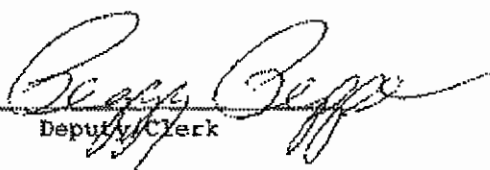
<b>Agency</b> HENRY CLAY DAVIS, III, P.A.		<b>Case Number</b> 11208	
<b>Case Name</b> STEVE KREBS & VS PATRICIA A MEYERS		<b>Description</b> SER	
<b>Type</b> SUMMONS (EACH ADDRESS)		<b>Circuit</b>	
<b>Return To</b> CHANCERY SUSSEX		<b>Date Received</b> 03/03/2005	<b>Date Expired</b> 04/29/2005
<b>Party to be Served</b> PATRICIA A MEYERS			
<b>Last Name</b> MEYERS	<b>First Name</b> PATRICIA	<b>Middle Name</b> A	<b>Jr / Sr</b>
<b>Date Of Birth</b> / /	<b>Social Security Number</b>	<b>Sex</b> UNKNOWN	
<b>Home Address</b> RD 4 BOX 103A FRANKFORD, DE. 19945			
<b>Work Name</b>			
<b>Work Address</b>			
<b>Home Phone</b>	<b>Bus Phone</b>	<b>Work Phone</b>	<b>Alt Phone</b>

**Served On** 03/11/2005      **Service Fee** \$ 30.00      **Mileage Charges** \$ 0.00

**Additional Notes**

Deputy Lisa Baker served Dennis Smith  
(Name of person served & relationship)

So Answered  Sheriff

Returned   
Deputy Clerk

NOTE: DENNIS SMITH PICK UP PAPERS FOR PATRICIA A MEYERS AT  
THE SHERIFF'S OFFICE

**Reason for papers not served:**

☐ Wrong address for defendant  
☐ Defendant has moved  
☐ Other Reason \_\_\_\_\_

**Papers Served** \_\_\_\_\_

C



Exhibit C

2415 IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Steven Krebs d/b/a Kreative Garden  
Center

CIVIL ACTION NO. 1120-S

SUMMONS

-v-

Patricia A. Meyers

THE STATE OF DELAWARE,  
TO THE SUSSEX COUNTY SHERIFF:  
YOU ARE COMMANDED:

To Summon the above named defendant, so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon Alan Davis, Esq. whose address is Henry Clay Davis, III P.A., 303 N. Bedford Street, P.O. Box 744, Georgetown, DE 19947 an answer to the complaint.

To serve upon defendant a copy hereof and of the complaint.

TO THE ABOVE NAMED DEFENDANT:

In the case of your failure 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an answer to the complaint, judgment by default will be rendered against you for the relief demanded in the complaint

Dated: 2-28-05

Julia Lineman  
Register in Chancery  
Cher Deputy

23284

3xw



D

Exhibit D

EFiled: Jan 19 2006 10:39AM EST  
Transaction ID 10366417



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR SUSSEX COUNTY

STEVEN KREBS d/b/a  
KREATIVE GARDEN CENTER,

Plaintiff,

v.

PATRICIA A. MEYERS[,] AND  
DENNIS L. SMITH,

Defendant[.].s.

: C.A. No. 1120-S  
:  
:  
:  
:  
:  
:  
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:

AMENDED VERIFIED COMPLAINT FOR DECLARATORY AND  
INJUNCTIVE RELIEF

This is an action for declaratory and injunction relief. Plaintiff seeks a determination from this Court that a lease executed by Patricia A. Meyers is a binding, enforceable contract entitling Plaintiff to the quiet enjoyment of the leased premises, and that the provisions regarding the contract extension have been adequately complied with. Plaintiff further seeks injunctive relief against Defendant to prevent her or her agents from continued interference with Plaintiff's rights under the lease. In this action, Plaintiff

seeks to strike the appearance of Dennis L. Smith, who is not a member of the Delaware Bar, and to add Dennis L. Smith as a Defendant.. In support of its claims, Plaintiff alleges

as follows:

1. Plaintiff, Steven Krebs d/b/a Kreative Garden Center (hereinafter "Kreative") is a resident of the State of Delaware.

Take Notice



*Exhibit E*

## IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

## IN AND FOR SUSSEX COUNTY

STEVEN KREBS, d/b/a, KREATIVE  
GARDEN CENTER,

Plaintiff,

v.

PATRICIA A. MEYERS[,] AND  
DENNIS L. SMITH,

Defendant[.].s.

C.A. No.: 1120 - S

REGISTER IN CHANCERY  
GEORGETOWN, DELAWARE  
2006 FEB 10 P 3:32**MOTION TO DISMISS PLAINTIFF'S AMENDED VERIFIED COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE RELIEF**

COMES NOW the Defendant, Ms. Patricia A. Meyers, ( hereinafter " Meyers " ) who is pro se, of RR 4, Box 103A, Frankford, Delaware 19945, by and through her attorney-in-fact/agent, Dennis L. Smith ( hereinafter " Smith " ) who is also pro se, and a witness. This is an action to dismiss Plaintiff's action for declaratory and injunction relief. Meyers seeks a determination from this Court that a lease executed by Kreative is not binding because this lease is a moot issue now, therefore not a enforceable contract entitling Plaintiff to the quiet enjoyment of the leased premises, and that the provisions regarding the contract extension is deceitful, unconscionable, ambiguous, poorly written and moot, because this lease terminated on March 28, 2005. Plaintiff stated, "... further seeks injunctive relief against defendant to prevent her or her agents from continued interference with plaintiff's rights under the lease. In this action, Plaintiff seeks to strike the appearance of Dennis L. Smith, who is not a member of the Delaware Bar, and to add

*Take Notice*

*DM*  
*DS*  
Dennis L. Smith as a Defendant". This quote of Plaintiff's is moot, because this lease terminated on March 28, 2005. In support of ~~its~~ <sup>her</sup> claims, Meyers alleges as follows:

1. Paragraph One is Admitted.
2. Paragraph Two is Admitted.
3. Paragraph Three is Admitted at to the fact that attorney-in-fact/agent Smith is a resident of the State of Delaware, and has a power of attorney recorded in the Recorder of Deeds book 00776, page 041 dated October 27, 2003, giving him the authority to act for Meyers. Meyers denies Plaintiff Mr. Steven S. Krebs' (hereinafter "Kreative") false and slanderous claim that "The actual relationship between the parties is not known,..." concerning Smith and Meyers, and states that the power of attorney on its face, clearly states the relationship between the parties as follows, "... Grantor, do hereby make and grant a general power of attorney to my close friend of the family, Dennis L. Smith Sr. ..., " which clearly ratifies his actions.

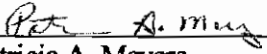
4. Paragraph Four: Answer to Plaintiff's paragraph four is MOOT and Plaintiff's paragraphs 5, 6, 7 a, b, c, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 a, b, c, d, e, all of those just mentioned paragraphs and sub-paragraphs are MOOT because Kreative's lease terminated on March 28, 2005. Therefore, see agent's response letter dated January 19, 2006, to Attorney Tarburton's letter dated November 11, 2005. Meyers' letter dated January 19, 2006, with exhibits supports of her claims, Meyers alleges as follows in her attached letter:

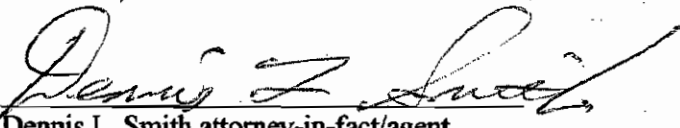
**Note: Meyers' response letter dated January 19, 2006, will be the first time Attorney Tarburton received this letter.**

*Take Notice*

WHEREFORE Defendants Pray this Honorable Court Rescind the January 31, 2002,  
contract and dismiss this case 1120-S, and award Meyers any and all other relief that is just.

RESPECTFULLY SUBMITTED.

  
\_\_\_\_\_  
Patricia A. Meyers  
Route 4, Box 103A  
Frankford, DE 19945

  
\_\_\_\_\_  
Dennis L. Smith attorney-in-fact/agent  
and witness for Patricia A. Meyers

DATE: 2/9/06

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY

STEVEN KREBS, d/b/a, KREATIVE  
GARDEN CENTER,

Plaintiff,

v.

PATRICIA A. MEYERS,

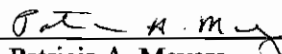
Defendant.

C.A. No.: 1120 - S

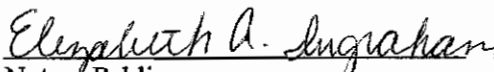
**AFFIDAVIT OF PATRICIA A. MEYERS**

STATE OF DELAWARE :  
: SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 9<sup>th</sup> day of February 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Patricia A. Meyers, Defendant in the above-captioned action, known to me personally to be such, who being Duly sworn according to law did depose and say that the facts contained in the Motion to dismiss, are true and accurate to the best of her knowledge, information and belief.

  
Ms. Patricia A. Meyers.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

  
Notary Public

ELIZABETH A. INGRAHAM  
NOTARY PUBLIC - DELAWARE  
My Commission Expires March 6, 2007

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR SUSSEX COUNTY

STEVEN KREBS, d/b/a, KREATIVE  
GARDEN CENTER,

Plaintiff,

v.

PATRICIA A. MEYERS,

Defendant.

C.A. No.: 1120 - S

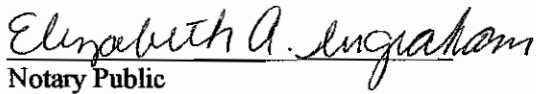
**AFFIDAVIT OF DENNIS L. SMITH**

STATE OF DELAWARE :  
: SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 9<sup>th</sup> day of February 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Dennis L. Smith, Defendant's attorney-in-fact/agent and witness in the above-captioned action, known to me personally to be such, who being duly sworn according to law did depose and say that the facts contained in the Motion to dismiss, are true and accurate to the best of her knowledge, information and belief.

  
Mr. Dennis L. Smith

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

  
Notary Public

**ELIZABETH A. INGRAHAM**  
**NOTARY PUBLIC - DELAWARE**  
My Commission Expires March 6, 2007



**Dennis L. Smith  
P. O. Box 311  
Selbyville, DE 19975**

**January 19, 2006**

**Hand Delivered To:** Mr. John E. Tarburton's office and to Chancellor William B. Chandler III,  
of the Court of Chancery's office ( This letter – 12 pages, plus Exhibits)

To: John E. Tarburton, Attorney  
Procino & Tarburton LLP  
123 Pennsylvania Avenue  
Seaford Delaware 19973

To: Chancellor William B. Chandler III  
Court of Chancery  
P. O. Box 581  
Georgetown, Delaware 19947

Re: **Request to dismiss** civil case # 1120-S, based on the fact that Mr. Krebs' lease dated January 31, 2002, ended on March 28, 2005, which contains issues of facts, which are **deceit**, unconscionable, ambiguous and equal protection of the law. Therefore, Attorney Tarburton's request for his " Motion to Amend Complaint to Join Additional Defendant " dated January 13, 2006, is **MOOT**. Steven Krebs, d/b/a Kreative Garden Center -v- Patricia A. Meyers through her attorney-in-fact / agent / witness (Mr. Dennis L. Smith, who has a power of attorney for the leased 2.5 acres issues).

**See Exhibit A**

Dear Mr. Tarburton and Chancellor William B. Chandler III:

First of all, attorney Tarburton's letter dated November 11, 2005, will be answered at the end of this letter, and the " MOOT " issue as mentioned above.

Ms. Meyers through her attorney-in-fact/agent/ witness (Mr. Dennis L. Smith), is making a **request that** this court dismiss this case numbered 1120 – S, based on the following **reasons**, all filed documents with this court and/or reasons and understanding listed below:

**REASON ONE** – This lease below does not confirm who **prepared** this lease:

First of all, Mr. Krebs' lease dated January 31, 2002, does not indicate who it, was prepared by, but is believed to be prepared by Mr. Krebs and/or his prior attorney, because Mr. Krebs at one time told me that he prepared this lease, and at another time Mr. Krebs' prior attorney name Mr. Alan G. Davis' also told me that he prepared this lease. The **fact is**, this lease does not confirm who prepared it thereon.

**See four pages of – Exhibit B**

**REASON TWO** – Section Eight lease term of Mr. Krebs' lease is Ambiguous:

**Please, follow this sequence of understanding**, starting in this paragraph and then through to, a, b, c, d, e, f, g, h, i, and j, sub-paragraphs listed below, concerning this ambiguous lease term Section Eight. In the Black's Law Dictionary the Test for the word Ambiguous, is as follows: " Test for determining whether a contract is " ambiguous " is whether reasonable persons would find the contract **subject** to more than one interpretation." This Dictionary meaning of the word Ambiguous is as follows: " Language in contract is " ambiguous " when it is reasonably capable of being understood in more than one sense." "...when good arguments can be made for either of two **contrary positions** as to a meaning of a **term** in a document."

**See See four pages of – Exhibit B**

Continue on page 2

Mr. Tarburton and Chancellor William B. Chandler III  
January 19, 2006  
Page # 2

- (a) Sub-paragraph - Section Eight of this lease dated January 31, 2002, is **AMBIGUOUS**, because it has two contrary positions as to the meaning of Section Eight **term**. Therefore, see the **first** contrary position, of interpretation quoted from Mr. Krebs' and/or his prior attorney's drafted Section Eight of page two (2), as follows: "In consideration of **rent** and the additional signing bonus mentioned above, lessor hereby waives **any right to terminate** the lease **at the end** of the original three-year lease ... ." ----- This deceitful contrary position means that Ms. Meyers does not have **any right to terminate**.

vs.

- (b) Sub-paragraph - **Second**, contrary position, of interpretation quoted from this same Section Eight of this lease, of page two (2) as follows: "... and grants to lessee the **right to request** an extension of the lease term for three years or five years, **at his option**." ----- In the Black's Law Dictionary "**Option**" means: "Right of election to exercise a privilege. Contract made for consideration to keep an offer open for prescribed period."
- (c) Sub-paragraph - "Prescribed period," for **right to request**, which only started and ended on **March 28, 2005**, in accordance with this ambiguous Section Eight term. See quotes from this Section Eight, "... waives any right to terminate the lease **at the end** of the original three-year lease term, and grants to lessee the right to request...." Now, also in accordance with this lease term, **if Mr. Krebs interprets**, that he had the right to claim that Ms. Meyers, "... waives any right to terminate the lease **at the end** of the original three-year lease term...", therefore, likewise in accordance with this same lease term, **Ms. Meyers had the right to interpret and claim**, that Mr. Krebs, "... **at the end** of the original three-year lease term and grants to lessee the **right to request (ask)** ...," concerning **Equal Protection of the Law**. Also, in accordance with this Section Eight and Section 13 - ENTIRE AGREEMENT of this same lease, Ms. Meyers had the **right to answer** Mr. Krebs' "**request**," by **approved or denied** in writing, but **at the end** of the original three-year lease term, which was on March 28, 2005, Mr. Krebs **failed or chose** not to make a request in writing for an extension to this lease, on this prescribed period of time, as mentioned in this paragraph.
- (d) Sub-paragraph - Now, **please keep in mind**, after Mr. Krebs failed or chose not to make his request as explain in the above paragraph, therefore, this same ambiguous Section Eight, **next** in sequence, stated: "**Such** extension shall continue under the terms and conditions of this lease agreement, unless the parties otherwise agree in writing at the time of the extension." After this quote just mentioned, "**Such extension**" **can not exist or continue in accordance** with this Section Eight lease term because, again as explained, for one reason Mr. Krebs failed or chose not to make a request on the prescribed period, which was on March 28, 2005.
- (e) Sub-paragraph - In the Black's Law Dictionary - "**Request**" means: "To ask for something or for **permission** or authority to do, see, hear, etc, something; to solicit." Also, in this same Dictionary - "**Such**" means: "That or those; **having just been mentioned**," which in this case was the "**right to request**" concerning the ambiguous Section Eight lease term.

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**Conclusion of Mr. Krebs' Ambiguous Section Eight lease term,  
in Sub-paragraphs, f, g, h, j, and i listed below:**

- (f) Sub-paragraph - In the conclusion of Section Eight lease term, which states: "Lessee shall give lessor, **within 60 days** of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years." This quote from the conclusion of this ambiguous Section Eight, **contradicts** the prior remaining part of this Section Eight, because it **does not** contain anything about the **prescribed period** of Mr. Krebs' **right to request**, which was on **March 28, 2005**, and therefore makes no sense.
- (g) Sub-paragraph - "SECTION 13 - ENTIRE AGREEMENT" maybe, another reason that Mr. Krebs failed or chose not to make his request on March 28, 2005, because this section of the lease states, "The terms and conditions herein constitute the entire agreement of the parties. No additions, modifications, or alterations to the agreement shall be **valid or enforceable unless in writing and signed by the parties.**"
- (h) Sub-paragraph - I (Mr. Smith), Ms. Meyers' agent, who was also deceived and/or misled by this ambiguous Section Eight interpretation in the past. Therefore, in, a, b, c, d, e, f, and g, sub-paragraphs just mentioned above, **involving** this Section Eight, is one of the reasons that Ms. Meyers registered in the Court of Chancery through her agent, response documents and/or documents dated October 29, 2004, November 12, 2004, December 18, 2004, January 27, 2005, and the Amended Answer dated May 19, 2005. In these documents or document or others document or documents filed, you will find that, in the past before **December 2, 2004**, that it was made clear to Mr. Krebs, that if Mr. Krebs use his right to request an extension at the **end** of the original three-year lease term, that Mr. Krebs' request will be denied. In a letter dated December 2, 2004, from Mr. Krebs prior attorney, it stated, "I write today to inform you that my client intends to exercise his rights under Section Eight of the Lease Agreement and gives you notice of his intention to extend the lease for an additional five years." Therefore, according to and in accordance with this Section Eight, the only time Mr. Krebs had a right to request an extension, was on **March 28, 2005**, but failed or chose not to use his right to make his request. Also, Mr. Krebs' prior attorney' letter does not contain anything about the **prescribed period** of Mr. Krebs' **right to request**, which was on **March 28, 2005**, and therefore, this also makes no sense.
- See Exhibit C**
- (i) Sub-paragraph - I (Mr. Smith), Ms. Meyers' agent, who at one time, also believed the deceit, that the conclusion quote from this ambiguous Section Eight lease term, which states: "Lessee shall give lessor, **within 60 days** of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years," was part of the **request issue**, but later found that this interpretation is **not true**, as pointed out in all sub-paragraphs just mentioned above. Therefore, concerning Mr. Krebs' prior attorney' letter dated December 2, 2004, Ms. Meyers for her safety, through her agent, responded to this letter, in a letter dated December 18, 2004, page number six (6), which **denied** Mr. Krebs **implied**

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extension concerning this conclusion part of this ambiguous Section Eight, which again make no sense to the prior **remaining** part of this Section Eight.

**See Exhibit D**

- (j) Sub-paragraph - In the Black's Law Dictionary - "**four corners**" means: "The face of a written instrument. The phrase derives from the ancient custom of putting all instruments (such as contracts) on a single sheet of parchment, as opposed to **multiple pages**, no matter how long the sheet might be. **At common law**, this custom **prevented** people from ***fraudulently inserting materials into a fully signed agreement***. The requirement was that every contract could have only four corners. Therefore, the point is, Ms. Meyers through her agent, points out the fact that page one (1) and four (4) of this lease dated January 31, 2002, contains her initials and/or name, evidencing Ms. Meyers' agreement to the terms contained thereon, Ms. Meyers therefore denies having agreed to the terms contained on Mr. Krebs' and/or his prior attorney's page two (2) and three (3) of this lease.

Conclusion, concerning this ambiguous Section Eight term. Section Eight first contrary position, of **interpretation** is unconscionable, and when added **together** with the **second** contrary position of interpretation, it becomes ambiguous and the conclusion quote from this Section Eight lease term, which states: "Lessee shall give lessor, **within 60 days** of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years," **contradicts** the prior **remaining** part of this Section Eight. **This Section Eight is also poorly written.** Furthermore, in agent's response letter dated December 18, 2004, on page 7, it states, "Concerning one of Mr. Krebs' original lease dated January 31, 2002, please find enclosed a copy of each page which was never stapled together." **Mr. Krebs gave this unstapled copy to Ms. Meyers on January 31, 2002.** Also, this letter states, "Ms. Meyers told me (agent), before she signed both of Mr. Krebs' lease dated January 31, 2002, that papers were moved to the floor from the table and from the floor to the table as Mr. Krebs read each page and had Ms. Meyers signed the last page of the lease." **Note: Mr. Krebs also had Ms. Meyers to initial only the first page on each lease.**

**REASON THREE** – Mr. Krebs' **unpaid rent** prior to March 28, 2005, issue, in the amended answer dated May 19, 2005, also see exhibits **D** and **E** for proof. "SECTION 13 – ENTIRE AGREEMENT" of Mr. Krebs' lease dated January 31, 2002, states, "The terms and conditions herein constitute the entire agreement of the parties. No **additions**, modifications, or alterations to the agreement shall be valid or enforceable unless **in writing** and signed by the parties." See a, b, c, and d listed below:

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*the* *E*  
(a) Fact – Located in ~~this~~ *the* amended answer under exhibit D, you will find an additional agreement dated September 2, 2002, which is a part of Mr. Krebs' January 31, 2002, lease agreement. This additional agreement was signed by both parties, in accordance with Section 13 – ENTIRE AGREEMENT lease term, to trade Ms. Meyers a mobile trailer for nine hundred fifty (\$ 950.00) dollars rent deduction for the leased two and half acres. This mobile trailer is not the agreed size and Ms. Meyers never received a title of ownership from Mr. Krebs. The details can be found in ~~this~~ *the* amended answer and evidence can be found in exhibit E, concerning the true owner of this mobile trailer, who is Mr. F William Simpson of Bishopville, Maryland. You will find in exhibit E, that Mr. Simpson confirm in writing that Mr. Krebs has an " Outstanding balance in landscape materials of \$ 115.00 is still due from Steven Krebs." Therefore, Mr. Krebs illegally sold Ms. Meyers a mobile trailer to live in, in the State of Delaware, and knowingly without a title. Furthermore, Mr. Krebs illegally moved this mobile trailer out of the State of Maryland without a permit, ~~from the State of Maryland.~~ Also, Mr. Krebs illegally moved this mobile trailer into the State of Delaware without a permit and illegally placed this mobile trailer in Ms. Meyers' back yard without a permit. Conclusion, Mr. Krebs breached this September 2, 2002, additional, agreement as pointed out, and Ms. Meyers wants Mr. Krebs to move this illegal mobile house trailer. Prior to March 28, 2005, Mr. Krebs has an outstanding balance owed to Ms. Meyers for rent of nine hundred (\$ 950.00) dollars. — Also, this outstanding balance for rent is a breach of the ambiguous Section Eight and Section Nine of Mr. Krebs lease dated January 31, 2002.

See Exhibit E and five pages of – Exhibit F

- (b) Fact – As of March 11, 2004, based on Mr. Krebs' illegal act(s) and/or wrongful act(s) Ms. Meyers refused to be a partaker with Mr. Krebs and therefore, will not accept any rent from Mr. Krebs for the lease two and half acres parcel, although this rent now total to approximately eight thousand (\$8,000.00) dollars.
- (c) Fact – Illegally without a State of Delaware permit, Ms. Meyers stated, that Mr. Krebs told her that he will help her to replace her 14 feet wide mobile house trailer with the mobile house trailer which she agreed and believed to be a 16' or 14' x 60,' at midnight when no one would notice, but Ms. Meyers refused to participate in or sanction this illegal act, and at that time, again requested the title so that she could get the necessary permits.
- (d) Fact – County Constable's Office of Georgetown, Delaware Mr. Pete Dirks confirm that this mobile trailer, which is mentioned in (c) above, must be moved because it is illegally placed without a permit. Ms. Meyer's agent promised to give Mr. Pete Dirks the proof of the true owner and who, illegally moved, and illegally placed this mobile trailer in Ms. Meyers' back yard.

Conclusion, Ms. Meyers, and agent will report to the State of Delaware and the State of Maryland Attorney General's Office, to see what can be done about Mr. Krebs fraud concerning the deceitful size and illegally selling a mobile house trailer to live in for money, but without a title. With common sense, Mr. Krebs knew that he was not the owner of this trailer, and never paid Ms. Meyers' \$ 950.00 dollars back prior to March 28, 2005. *This is also a criminal issue.*

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p.m.  
 D-2

10th

**REASON FOUR – January 31, 2002, lease Section Nine Mr. Krebs did accept “ Asking price ”** sixty days prior to March 28, 2005. **Enclosed** is a copy of Mr. Krebs’ prior attorney’ letter dated November 23, 2004, in the first paragraph he stated, “... my client would like to make an offer to purchase that 2.5 acres piece of property.” These boundaries for this “ 2.5 acres piece of property ” was designed by Mr. Krebs against Ms. Meyers’ will and/or agreement as pointed out in letters, (a) (b) (c) and (d), in the paragraphs below. Now, keep in mind that Mr. Krebs’ prior attorney filed Mr. Krebs’ lawsuit on February 23, 2005. Therefore, since November 23, 2004, through to February 23, 2005, and to date, again those boundaries remains as Mr. Krebs illegal designed them against Ms. Meyers will and/or agreement. **Common sense question is**, how can Mr. Krebs make a request to purchase this 2.5 acres piece of property, if he does not know of his own illegal designed boundaries?

**See two pages of –Exhibit G**

- (a) For boundaries details, for now see, Ms. Meyer’s agent’s letters dated December 18, 2004, and letter dated June 7, 2005, for detail understanding. Ms. Meyers continues to own this leased “ 2.5 acres piece of property ” to date, for legal issues also.
- (b) Now, after Ms. Meyers **only** signed her name and/or her initials on pages 1 and 4, of Mr. Krebs lease dated January 31, 2002, Mr. Krebs continued to create **Parcel B’s** boundaries which can be seen on **video tape**. Ms. Meyers only agreed that Mr. Krebs may lease 2.5 acres with a 175 feet of Road frontage starting from the well point, but Mr. Krebs illegally added 158 feet more of road frontage and created Parcel B boundaries, by installing the fence too far Northwest. *Also in one location in the back of the 2.5 acres, Mr. Krebs used string for a boundary, and in another location in the back of this same 2.5 acres Mr. Krebs used fence for a boundary, can be seen on video tape.* Parcel B is only Mr. Krebs’ “... mutual agreement on-site,” but it is not Ms. Meyers’ verbal “... mutual agreement on-site.” Ms. Meyers told Mr. Krebs that he went too far northwest concerning the Road frontage. Ms. Meyers told me that Mr. Krebs responded to her by saying there is nothing that she can do about this now. Also, under Section 7, of Mr. Krebs lease he stated, “ *Lessee shall, within six months of the commencement of the lease term, erect a fence around the leased premises in a location mutually agreeable to the parties,*”

**See Video Tape – Exhibit H**

- (c) On January 17, 2006, in a phone conversation with Mr. Krebs’ new attorney Mr. John E. Tarburton, who stated that, “... new information came to my attention at the end of last week and ah the client, and I agreed with him ah we believe that ah it was importance to go ahead and get the matter filed now. Apparently it was some deeds that has been filed, and some land that changed hands.” “ You have conveyed title to certain property by recording deeds **during the time** that you and I have been talking.” Agent’s response was **no, (not true)**. Keep in mind, attorney Tarburton, I (Mr. Smith) started talking to you on November 14, 2005, and last spoke with you on January 17, 2006. Therefore, **respectfully my advice to you**, please check the government Recorder of Deeds to confirm this **new information** to be the truth or a lie.

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- (d) Conclusion, in Mr. Krebs' lease dated January 31, 2002, under Section Nine, which confirms, **"asking price."** Therefore, in the Black's Law Dictionary - **"Asking price"** means: "The price at which a seller lists his property for sale." In Ms. Meyers' agent's letter dated November 12, 2004, to Mr. Krebs' prior attorney, on page two (2) of this letter, Ms. Meyers through her agent asked Three Million Five Hundred Thousand dollars (\$3, 500, 000. 00), for the ~~two~~ and a half acres, concerning those boundaries which Mr. Krebs illegally designed. **This property is five miles from the beach, being illegally used for commercial use, also it has road frontage and continues to go up in price.** --- Ms. Meyers' through her agent answered Section 9, of this lease Pro Se, as I think I should, **but nothing is to be implied that Ms. Meyers wants to sell.** --- Again, Ms. Meyers through her agent, points out the fact that page one (1) and four (4) of this lease dated January 31, 2002, contains her initials and/or name, evidencing Ms. Meyers' agreement to the terms contained thereon, Ms. Meyers therefore denies having agreed to the terms contained on Mr. Krebs' and/or his prior attorney's page two (2) and three (3) of this lease. **Please take notice,-- in accordance with Section 9, Mr. Krebs and/or his prior attorney did not accept or reject this asking price in this paragraph.**

Note: Mr. Krebs did not accept this **"Asking price"** mentioned in the above paragraph. Furthermore, I hope that Mr. Krebs will be able to understand the difference in the meaning, between **"Asking Price"** vs. **"Market Price."**

**See Exhibit I**

**REASON FIVE** – Mr. Krebs' January 31, 2002, lease SECTION 1, and SECTION 7, fails to indicate a **specific** location for the leased "2.5 acre piece of property." Also, this lease does not enclose and/or include a boundary survey plat drawing.

**See four pages of -- Exhibit B - again**

Therefore, in Mr. Krebs' prior attorney's letter, which states, **"Dictated But Not Read"** and dated May 31, 2005, therein Mr. Krebs prior attorney stated, "As you may know, we have applied for conditional use because the County has required it at this point. As a part of that application process, we need a survey to be done. However, no surveyor is willing to conduct a survey unless the entire parcel is surveyed, not simply the portion that my client leases from you. I write today asking for your **permission to allow a survey** of the entire parcel." Keep in mind, "... the entire parcel " was a 39.02 acre parcel, at the time Mr. Krebs and Ms. Meyers signed and/or initialed page 1 and 4, only of Mr. Krebs' lease dated January 31, 2002. The answer to Mr. Krebs' prior attorney' letter of request, which states, **"Dictated But Not Read"** and dated May 31, 2005, was **denied** in agents detailed response letter dated June 7, 2005.

**See Exhibit J**

- (a) For this "2.5 acre piece of property," Mr. Krebs and/or his prior attorney failed to draft a lease, which allows a boundary survey for a **specific** location.

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- (b) Mr. Krebs and/or his prior attorney failed to draft a lease, which makes his lease a part of Ms. Meyers' inherited 17.34 acre parcel, after it was **subdivided** from this 39.02 acres parcel, in the year of 2003. **Keep in mind**, that Mr. Krebs lease is dated January 31, 2002.
- (c) Likewise, Mr. Krebs and/or his prior attorney failed to draft a lease, to stop Ms. Meyers from selling a 14.84-acre parcel of her inherited 17.34-acre parcel. Ms. Meyers continue to be the owner of this leased "2.5 acre piece of property." Again, those boundaries to this "2.5 acre piece of property" remain as Mr. Krebs illegal designed them, against Ms. Meyer's will and/or agreement. See attached up dated **Video Tape** of Mr. Krebs standing near the same boundaries only designed by him.  
**See Video tape – Exhibit H - again**
- (d) **Mr. Krebs and/or his prior attorney failed to draft a lease, which demand consent from Ms. Meyers.**

Conclusion, Mr. Krebs, and/or his prior attorney draft a lease, which **did not** demand consent from Ms. Meyers. In Mr. Krebs' January 31, 2002, lease under term "Section 7," which states, "Consent of the lessor is **not** necessary for lessee to make any future improvements,...."

**AT THE SAME TIME – See four pages of – Exhibit B – again and See Exhibit K**

In the Black's Law Dictionary - "Consent" means: "Agreement; approval; permission;...". Furthermore, Mr. Krebs is not the property owner of Ms. Meyers' "2.5 acre piece of property," but Mr. Krebs used his lease term Section 7, to sign his name as property owner to install a water well into this leased "2.5 acre piece of property," prior to March 28, 2005, without Ms. Meyers' consent and/or permission. Therefore, agent pointed out Mr. Krebs fraudulent act of signing his name on a government document as property owner, to the State of Delaware Department of Natural Resources & Environmental Control of Dover Delaware, Manager Mr. Stewart Lovell, who wrote agent a letter dated March 30, 2004, and stated, "Section Seven of the agreement allows Mr. Krebs to make improvements related to his business." -- **Clearly, Mr. Krebs and/or his prior attorney tried to designed their January 31, 2002; lease to work as a property deed and/or a power of attorney document.**

**See Exhibit K - again**

**But**, another government agency, which is the State of Delaware Department of Transportation Deputy Attorney General Frederick H. Schranck, who made it very clearly to Mr. Krebs and his prior attorney that Mr. Krebs will not receive **another** entrance permit, without a **power of attorney**, which is in accordance with their policy. DOT, **will not again accept Mr. Krebs lease**. Mr. Krebs also, fraudulently signed his name as property owner on this government permit in the past.

Mr. Krebs does not respect Ms. Meyers' rights, and Ms. Meyers' agent have the evidence of violations for proof concerning her "2.5 acre piece of property." The Mr. Krebs' illegally signing as property owner, is **another** issue for the **Criminal Department of the Attorney General's Office in the State of Delaware.**

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**REASON SIX – The January 31, 2002, lease contains no provisions or remedies for Ms. Meyers in the event of a breach, which is unconscionable. The January 31, 2002, lease contains no provisions or remedies for Ms. Meyers in the event of a breach of a term or terms of the agreement by Mr. Krebs, which is unconscionable. Page one (1) and four (4) of this lease, contains Ms. Meyers' initials and/or name, evidencing Ms. Meyers' agreement to the terms contained thereon, Ms. Meyers therefore denies having agreed to the terms contained on Mr. Krebs' and/or his prior attorney's page two (2) and three (3) of this lease. It is unconscionable for Mr. Krebs and his new attorney to hold Ms. Meyers responsible for page 2 and 3 of this lease, based on the fact they have no proof, contain thereon, those unsigned pages.**

- (a) The payment of approximately \$ 333.00 per month or \$ 4,000.00 per year in rent for a 2.5 acre parcel of land, located on a main road five miles from the beach of Fenwick Island, Delaware, is also unconscionable.

**REASON SEVEN – In Ocean City Maryland “ The Dispatch “ news paper dated December 30, 2005, page 21A, under “ Four Months For Sex Offender.” Mr. Krebs “... sexually assaulting his friend's girlfriend...” Therefore, when Mr. Krebs is release from the State of Maryland's Jail, Ms. Meyers is concern about, whether or not; Mr. Krebs will be registered in the State of Delaware as a Sex Offender, under 11 Delaware Code, Section 4121. Mr. Krebs remains on Ms. Meyers' “ 2.5 acre piece of property,” regardless of the fact that his lease ended on March 28, 2005. This property is located next door to Ms. Meyers. Ms. Meyers now have concerns about her self, daughter, and granddaughter when they come to visit. In agent's letter dated October 29, 2004, on page eight (8), under “ retaliate issues,” in the past agent stated, “ For the record, I understand that Mr. Krebs keeps a gun (pistol) in his red Ford pick-up truck.” If true, a conceal gun (pistol) will be in violation of Mr. Krebs' two (2) year probation after release from the State of Maryland's Jail. Concerning agent's experience with Mr. Krebs conduct, agent found that Mr. Krebs is very skilled with stories in his favor, as the interpretation of his January 31, 2002, lease. Therefore, see Mr. Krebs story vs. victim's story below:**

**See Exhibit L**

- (a) This news paper states that Mr. Krebs, “... pleaded guilty earlier this month to a fourth-degree sex offense and was sentenced to a year in jail with all but four months suspended.”
- (b) This news paper stated, “ The victim said she fell asleep and a short time later woke up to find Krebs performing oral sex on her. She immediately kicked Krebs away when she realized what was happening, according to the police report on the incident.”

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- (c) This newspaper stated that Mr. Krebs said, "He said at one point he went into the victim's room and began kissing her as she slept before performing oral sex on her."
- (d) This newspaper stated that, "*The victim said he stopped because she kicked him away, but Krebs said he stopped because he suddenly felt remorseful.*"
- (e) This newspaper stated that the police, "... placed Krebs under arrest for third- and fourth-degree sex offense."

Based on all mentioned above, Ms. Meyers does not trust Mr. Krebs next door to her.

See Exhibit L - again

Mr. Krebs' January 31, 2002, lease ended on March 28, 2005. Ms. Meyers and her attorney in fact / agent / witness, hope that the court dismiss this case, numbered 1120 - S, based on filed documents with this court and/or the reasons mentioned in this letter.

**Response to Attorney Tarburton's letter dated November 11, 2005, and the moot issue concerning attorney Tarburton's Motion to Amend Complaint below**

In your letter dated November 11, 2005, you stated, "This matter has been transferred to me as Plaintiff's former attorney has been appointed to a position in the Delaware judiciary." Former attorney Alan Davis, who was appointed to the Delaware judiciary did not add Ms. Meyers' agent as a defendant in his complaint filed on February 23, 2005. Attorney Tarburton, you have chosen to add Ms. Meyers' agent in your motion to the amended complaint dated January 13, 2006. The adding of Ms. Meyers' agent Mr. Dennis Smith as Defendant in your **Motion to Amend Complaint to join an additional Defendant** dated January 13, 2005, is **MOOT**, because Mr. Krebs' lease dated January 31, 2002, ended on March 28, 2005, as mentioned above in this letter.

For understanding only, therefore in this **moot Motion to Amend Complaint to join an additional Defendant** dated January 13, 2005, you stated, "In this action, Plaintiff seeks to strike the appearance of Dennis L. Smith, who is not a member of the Delaware Bar, and to add Dennis L. Smith as a Defendant". Ms. Meyers' agent never entered his appearance as an attorney at law, but has been granted a power of attorney by Ms. Meyers to act in her name, place and stead in any way, which Ms. Meyers could do, if she were personally present. In the past Complaint filed by Former attorney Alan Davis, states in number 3, "... Smith has been acting with **apparent authority** and Defendant Meyers has **ratified his actions.**"

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Ms. Meyers' agent (Mr. Dennis L. Smith) will keep his **accepted agreement**, which is written in the General Power of Attorney and recorded in the Recorder of Deeds in Book 00776, page 041, dated October 27, 2003. At the bottom of this power of attorney agreement it states, "My attorney-in-fact/agent hereby accepts this agreement, and I affirm and **ratify all acts so undertaken.**" These acts also, includes Ms. Meyers' leased "2.5 acre piece of property," to Mr. Krebs, which is identified as Tax Parcel No. 5-33 -11.00 -82.00, Parcel B. A true and correct copy of said power of attorney is attached hereto as:

**See Exhibit A - again**

**Some claimed, reason(s) why the Motion to amend Complaint dated January 13, 2006, had to be file below:**

Attorney Tarburton on November 14, 2005, in a phone conversation you stated, "... you can't file documents in a court for a client, unless you are a lawyer and the answer and the amended answer ah the pair of copies I have was **only** signed by you." Ms. Meyers is not my client, and this statement is not true, please look at your copies again and look at the ones filed in the Court of Chancery for the truth. Attorney Tarburton, your quote in this paragraph is **not true**.

On January 17, 2006, in a phone conversation with Mr. Krebs' new attorney Mr. John E. Tarburton, who stated that, "... new information came to my attention at the end of last week and ah the **client**, and I agreed with him ah we believe that ah it was importance to go ahead and get the matter filed now. Apparently it was some deeds that has been filed, and some land that changed hands." "You have conveyed title to certain property by recording deeds **during the time** that you and I have been talking." Therefore attorney Tarburton, please check with the Recorder of Deeds for your own proof. **Furthermore, your Motion for a amended complaint that you filed dated January 13, 2006, does not contain anything about "... some deeds that has been filed, and some land that changed hands," based on your new information.** Attorney Tarburton, those quotes from your conversation in this paragraph are **not true**.

Attorney Tarburton, you promised in the past, that you would first of all, look into a past Court of Chancery case involving Ms. Meyers and her agent, under case number C.A. NO.: O69 - S, to see if it set president, for agent (Mr. Smith), action with the power of attorney dated October 27, 2003, but as of January 17, 2006, you confirm in a phone conversation that **you have forgot**.

Professional conduct rules: Rule 8.4. Misconduct, it is professional **misconduct** for a lawyer to: (c) engage in conduct involving **dishonesty, fraud, deceit or misrepresentation;**..." This paragraph only concerns 1, 2, and 3 as just mentioned above.

**Please take notice:** Under this past civil case number 069-S, Judge Leo E. Strine Jr., explained to Ms. Meyers and her agent (Mr. Smith), that both must sign all documents. Both, Ms. Meyers and her agent Smith was Pro Se in this case. Ms. Meyers' agent in this case, based on the power of attorney dated October 27, 2003, acted **Pro Se and as Ms. Meyers' witness** in court, and also in court Ms. Meyers acted Pro Se on her part and a witness to her agent. *Furthermore, see Judge Leo E Strine Jr's order and Attorney Tarburton's letter dated November 11, 2005, at the same time. See two pages of--**Exhibit M***

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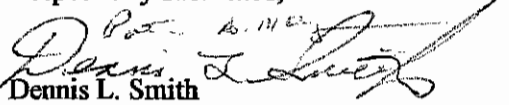
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January 19, 2006  
Page # 12

Concerning my response letter to your letter dated November 11, 2005, on January 17, 2006, in a phone conversation, Attorney Tarburton you stated to me (Mr. Smith), " You can tell the Judge, I talked to Mr. Tarburton and he said that I had plenty of time to file this letter, and then I talked to him the following Monday and he decided to go ahead, file the amendment, **I am not going to denied that, that is what occurred.**" Therefore, the reason that Attorney Tarburton decided to brake our verbal agreement, was because, "... **new information** came to my **attention** at the end of last week and ah the client, and I agreed with him ah we believe that ah it was importance to go ahead and get the matter filed now. Apparently it was some deeds that has been filed, and some land that changed hands." " You have conveyed title to certain property by recording deeds **during the time** that you and I have been talking." Clearly it appears that someone **deceived** Attorney Tarburton and therefore damage our verbal agreement, which would have allowed agent's response letter before Attorney Tarburton's motion to amendment dated January 13, 2006.

As per the cover sheet for Notice of Motion dated January 13, 2006, is not correct concerning the address for Dennis L. Smith. Dennis L. Smith address alway read P. O. Box 311, Selbyville, DE 19975, as per all my documents indicate. I do not appreciate the implication that Ms. Meyers and I live at the same address.

**Any documents mentioned and needed in this letter, which is not enclosed please request for proof. Thank you.**

Respectfully submitted,

  
Dennis L. Smith  
Patricia A. Meyers

cc: Mr. Steven Scott Krebs, by certified Mail, 7002 2410 0001 0238 2091, this courtesy copy includes all attached document. ( **This act was authorized** )

Enclosed: Exhibits A, B, C, D, E, F, G, H is a **video tape**, I, J, K, L, and M



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

**IN AND FOR SUSSEX COUNTY**

**STEVEN KREBS, d/b/a, KREATIVE  
GARDEN CENTER,**

**Plaintiff,**

**v.**

**PATRICIA A. MEYERS,**

**Defendant[.]s.**

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

**C.A. No.: 1120 - S**

**ORDER**

**AND NOW, TO WIT,** this \_\_\_\_\_ day of \_\_\_\_\_, 2006, this Court  
having duly considered Defendant's Motion to Dismiss the Amend Complaint;

**IT IS HEREBY ORDERED** that Defendant's Motion is hereby **GRANTED**.

**J.** \_\_\_\_\_

CERTIFICATE OF SERVICE

I hereby certify that two true copies of the Motion to dismiss have been Hand-Delivered this 9th day of February 2006 to counsel for the Plaintiff at the following address:

John E. Tarburton, Esq.  
Procino & Tarburton LLP  
123 Pennsylvania Avenue  
Seaford, Delaware 19973

and that counsel has received these two copies by attorney-in-fact/agent/witness Mr. Dennis L. Smith.

Patricia A. Mang

Dennis L. Smith

# A

**B**

C

***D***

**E**



# G

**F**

1

**J**

**K**

**L**

**M**

**N**

***P***

**Q**

A

**S**

**T**

U

V

# W

X

**Y**

Z

[illegible]

wilsonjones.

A





65684

**Exhibit A**

General Power of Attorney

#00776 2041

TO ALL PERSONS, be it known that I, Patricia A. Meyers, Drivers License No. 427897, of RT #4 Box 103A Frankford, DE. 19945, located in Sussex County, the undersigned Grantor, do hereby make and grant a general power of attorney to my close friend of the family, Dennis L. Smith, Sr., of RT 3 Box 96 Frankford, DE. 19945, and do thereupon constitute and appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent: Grantor gives agent complete authority, to any and all real estate properties, leased properties, including any and all properties sold to, will to and/or owned by Grantor, to act and/or handle as agent choose in any matter. See most details below of real estate powers.

## Real Estate Powers

DEAL WITH PROPERTY. To retain, invest in, sell, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon, or otherwise deal with or dispose of any property and to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments, assignments of, extensions of, satisfactions of, and releases of mortgage, subordination agreements, and any other instrument or agreement of any kind in connection therewith and affecting real and personal property located at County Road 382, near Johnson's Corner, Baltimore Hundred, Sussex County, Delaware consisting of 39.02 acres with improvements and any property hereafter owned by Grantor located anywhere, which my attorney-in-fact/agent may deem to be necessary.

My attorney-in-fact/agent has complete authority to appoint another agent and/or agents other than himself to have the same complete authority or limited authority, through a written agreement. In my will, to my son ( Mack L. Davis Jr. ) and agent, also will allow my agent to continue with complete authority as mentioned in this document.

Notice: Any copy of this document, received by anyone, is to prove the authority that the agent has now and had verbally before. This idea of giving complete authority to my agent, was initiated by me, ( Grantor ). There are four (4) of these same exact Power of Attorney documents signed, witnessed to, and notarized, which are superior over any other power of attorney that I had granted to my attorney-in-fact/agent, but, one (1) of these four (4) must be recorded in the Recorder Of Deeds.

My attorney-in-fact/agent hereby accepts this agreement, and I affirm and ratify all acts so undertaken.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 27<sup>th</sup> day of October, A. D. 2003.

Witnesseth:

Witness

Witness

Grantor

Attorney-in-Fact/Agent

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

RECORDER OF DEEDS  
JOHN F. BRADY

03 OCT 27 AM 11:51

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October, A. D. 2003, personally came before me, a Notary Public for the State and County aforesaid, Patricia A. Meyers, and acknowledged the foregoing Power of Attorney to be her act and deed.

**KAREN M. SAMSEL**  
NOTARY PUBLIC - DELAWARE  
My Commission Expires March 10, 2005 NOTARY PUBLIC

SUSSEX COUNTY  
SUC. SURCHARGE PAID

B



Exhibit B

## Commercial Lease Agreement

Commercial lease agreement, made and entered into on the 31 day of JANUARY 2002, between Patricia A. Meyers of Rt. 2, Box 103A, Frankford, Delaware 19945, referred to herein as "lessor" and Steven Krebs, D/B/A Kreative Gardens, of 91 Seagull Road, Selbyville, Delaware 19975, referred to as "lessee."

In consideration of the premises and performance of the provisions of this lease agreement, the parties agree and covenant as follows:

### SECTION 1 - LEASED PREMISES

Lessor leases to lessee and lessee leases from lessor, for use in a commercial plant nursery, retail sales outlet, and associated landscaping storage, sales, service, and operations, a 2.5 acre +/- portion of lessor's six acre parcel known as Tax Parcel Number 5-33-11-82 and located northeast of Road 382 and approximately 1100 feet northwest of Road 384, referred to herein as "premises." Lessor and lessee shall, upon execution of this agreement delineate the boundaries of said portion of the larger parcel by mutual agreement on-site.

### SECTION 2 - TERM

The term of this lease shall be for a period of three years commencing on March 1, 2002 and continuing in force until midnight February 28, 2005, unless terminated earlier as provided for in this lease or by operation of law. *March 2002* *28 P.M.*

### SECTION 3 - RENT

*SK* Lessee, in consideration of the leasing of the premises, agrees to pay rent in the sum of \$4000.00 per year, payable in two installments of \$2000.00. Rent installments shall be due on March 10 and October 10 at the lessor's address above or at other locations as lessor, from time to time, may direct lessee. Lessor agrees to accept rental payments from lessee or his agent up to and including five days after the due date, without penalty to lessee. Lessor may require payment of a late fee of 2% of the amount due from each month the amount remains due.

### SECTION 4 - SIGNING BONUS

Lessee shall pay to lessor, at the time of the first installment payment under this lease agreement, a one-time bonus of \$1000.00. Such amount is in excess of the established rent installment, and is paid in consideration of lessor's agreement to enter into this lease, as well as items noted herein.

*Exhibit B*

#### SECTION 5 – LANDSCAPING OF ADJOINING RESIDENCE

Lessee, in consideration of the leasing of the premises, shall, within six months of the commencement of the lease term, undertake the clean-up and basic landscaping of lessor's residence, which adjoins the leased premises. Such clean-up shall be a "one-time-only" event for no charge and shall not otherwise be considered an ongoing obligation of the lessee. Such service shall be to place the property in a condition presentable for customers of lessee and shall be considered a benefit for both parties.

#### SECTION 6 – USE OF PREMISES

- A. The premises shall be used and occupied by lessee for use in commercial enterprises related to the maintenance, storage, and sale of plants, landscaping supplies and other lawn, garden, or household materials. Lessor hereby acknowledges that lessee shall conduct retail and wholesale sales, operate landscaping services, and use the property for related enterprises; lessor explicitly consents to such use.
- B. Lessee shall comply with the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of the lease.
- C. Lessee shall not use the premises for any illegal purpose.

#### SECTION 7 – IMPROVEMENTS, MODIFICATIONS, ALTERATIONS

Lessor gives lessee authority to make such improvements, alterations or additions to the premises as necessary for the establishment, maintenance and operation of the commercial enterprises of lessee. Such alterations or improvements include, but are not limited to, clearing the leased property, erection of storage buildings, greenhouses and a sales facility, placement of signage, and building and maintenance of a fence. Consent of the lessor is not necessary for lessee to make any future improvements, so long as the general use of the improvement is within the overall scope of the aforementioned uses of the property by lessee or any reasonable extension of those purposes.

Lessee shall, within six months of the commencement of the lease term, erect a fence around the leased premises in a location mutually agreeable to the parties.

Any improvements, alterations or additions made by lessee during the course of the lease remain the property of the lessee and shall be removed by lessee, at his expense, prior to the natural termination of the lease term. Lessor retains the right to purchase any improvements to the property, and shall give lessee 90 days notice in advance of the termination of the lease term of the desire to make such a purchase. Lessee is not entitled to any payment for the initial clearing of the property. If the parties are unable to reach agreement upon a purchase price within 30 days, lessee may begin the removal process. Upon natural termination of the lease term,



Exhibit B

lessee shall leave the premises clear of debris and excess material, with all holes or other evidence of removal of improvements filled or repaired.

Should this lease be cancelled, revoked or otherwise terminated by agreement or operation of law prior to the natural expiration of the lease term, lessee shall have 90 days to remove any and all improvements and return the property to the above-mentioned condition.

#### SECTION 8 – EXTENSION OF LEASE TERM

In consideration of rent and the additional signing bonus mentioned above, lessor hereby waives any right to terminate the lease at the end of the original three-year lease term and grants to lessee the right to request an extension of the lease term for three years or five years, at his option. Such extension shall continue under the terms and conditions of this lease agreement, unless the parties otherwise agree in writing at the time of the extension. Lessee shall give lessor, within 60 days of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years.

#### SECTION 9 – RIGHT OF FIRST REFUSAL / OFFER OF SALE AT LEASE END

In consideration of rent and the additional signing bonus mentioned above, lessor hereby gives lessee the right of first refusal for the sale of the leased premises and/or the entire 6-acre parcel. Should lessor receive a firm offer of sale for the parcel or any portion thereof, she shall offer that property for sale to the lessee upon the same terms and conditions as would be a part of the sale to the third party. Lessee shall have fifteen days from the date he is provided with written notice of the offer to accept or reject the offer.

Sixty days prior to the expiration of the lease term and any extension thereof, lessor shall provide lessee with an asking price for the purchase of the leased premises and/or the entire 6-acre parcel.

#### SECTION 10 – REGULATORY APPROVAL / EFFECT OF DENIALS

Upon execution of this lease, lessee shall take immediate and appropriate steps to secure regulatory approval of his proposed use of the property. Payment of the first rent installment and signing bonus shall not be due until final approval of Sussex County Planning and Zoning and/or Sussex County Council is given for a conditional or special use sufficient for lessee to operate the proposed business. Payment of the first rental installment and signing bonus shall also be stayed until DelDOT provides a final entrance approval for the business. If such approvals are not forthcoming within two months from the signing of this lease, or if lessee is denied approval, lessee shall have, at his discretion, the option to void the lease.

If any other regulatory agency, entity, or political sub-division imposes a requirement for approval which makes the proposed business economically, physically, or otherwise unfeasible, lessee shall have, at his discretion, the option to void the lease. Upon such election by the lessee, lessor shall be entitled to retain the signing bonus and a share of any rent paid, prorated by the number of days lessee held possession of the leased premises.

Exhibit B

SECTION 11 – ASSIGNMENT, SUBLEASE, TRANSFER

This rights and obligations under this agreement may not be assigned or otherwise transferred by either party without the signed, written consent of the other party. Lessee may not sublease the parcel or any portion thereof without the signed, written consent of lessor.

Lessor hereby consents to the assignment of this lease to any business entity created by lessee to conduct the business operating on or from the property. Such an entity may be a corporation, L.L. P., or any other independently operating business form recognized by Delaware law. Upon such assignment, all rights and obligations shall accrue to ~~the~~ business entity and lessee shall have no further liability under this lease agreement. Lessee shall give lessor notice of the assignment in a timely manner.

SECTION 12 – GOVERNING LAW

This agreement is made under, and controlled by, the laws of the Sate of Delaware.

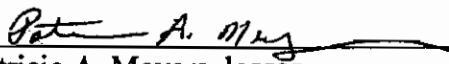
SECTION 13 – ENTIRE AGREEMENT

The terms and conditions herein constitute the entire agreement of the parties. No additions, modifications, or alterations to the agreement shall be valid or enforceable unless in writing and signed by the parties.

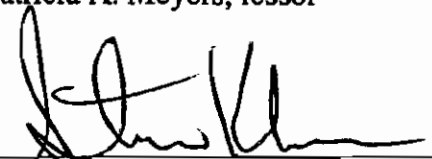
SECTION 14 – WAIVER

Any waiver, exception, or other excuse of any provision or violation of any provision of this agreement shall not constitute a general waiver of the agreement and, further, shall not constitute a waiver of any future breach.

IN WITNESS WHEREOF, the parties have set their hands and seals:

 (seal)  
Patricia A. Meyers, lessor

Date: 1/31/02

 (seal)  
Steven S. Krebs, lessee

Date: 1/31/02



C



Exhibit C

HENRY CLAY DAVIS III, P.A.

H. CLAY DAVIS, III  
claydavis@davislawoff.com

LAW OFFICES  
303 N. BEDFORD STREET  
P.O. BOX 744  
GEORGETOWN, DELAWARE 19947  
TEL: 302-856-9021  
FAX: 302-856-1556

HENRY C. DAVIS  
hcdavis@davislawoff.com

ALAN G. DAVIS  
adavis@davislawoff.com  
Admitted to:  
Delaware-Maryland

2 December 2004

Patricia Meyers  
RT 2 Box 103 A  
Frankford, Delaware 19945

RE: My Client: Steven Krebs

Dear Ms. Meyers:

As you know, I represent Steven Krebs in regards to the lease he has with you for the property on which his business sits.

I write today to inform you that my client intends to exercise his rights under Section Eight of the Lease Agreement and gives you notice of his intention to extend the lease for an additional five years.

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Alan G. Davis

AGD/ala  
Cc: File  
Steven Krebs  
Dennis Smith

D



Exhibit D

Attorney, Alan G. Davis, Mr. Steven S. Krebs and Parties  
December 18, 2004  
Page 6

This new information: A Deed dated June 30, 2003, "17.34" acres parcel, known as Tax Map 5 - 33 11.00 82.00 Tract No. 3, is found in Ms. Meyers' Deed dated June 30, 2003, but can not be found in Mr. Krebs' lease dated January 31, 2002, why?

Also, I will "make sure that this 39.02 acre parcel" of deceased, Mr. George A. Evans' is corrected, from being illegally subdivided by a conspiracy, involving Sussex County Director, Lawrence D. Lank of Planning and Zoning, of P. O. Box #17 Georgetown, DE 19947, and Real Estate Attorney, "Dean A. Campbell." You will find the details to this conspiracy in my letter dated November 11, 2003, with certified No. 7099 3400 006 3821 7610, to Attorney General Ms. Jane Brady. Also this letter is a part of a past Civil Suit C. A. 69-S and it is recorded in the Court of Chancery of State of Delaware in and for Sussex County. This letter will confirm that Mr. Lank and Mr. Campbell violated 17 Delaware Code, Section 131. This property Deed contains a fifty (50) feet illegal easement and was illegally recorded in the government Record of Deeds. Also, illegally recorded was an illegal plat drawing identified by B - 403A, Project No. 94041 with the added date "6 - 2 - 03 Easement."  
*real estate conspiracy and/or actionable negligence ends here.*

**Response to Mr. Davis Letter dated December 2, 2004 Below**

I understand that you (Mr. Davis) represents Mr. Steven S. Krebs.

Based, on the information in my letter dated October 29, 2004, the information in my letter dated November 12, 2004, and the information in this letter, Mr. Krebs' lease dated "1/31/02" will not receive an "extension." PLEASE TAKE NOTICE, under "SECTION 8 - EXTENSION OF LEASE TERM" it states, "In consideration of rent and the additional signing bonus mentioned above, lessor hereby waives any right to terminate the lease at the end of the original three-year lease term and grants to lessee the right to request an extension of the lease term for three years or five years, at his option." My letter dated October 29, 2004, page # 2, points out this **AMBIGUOUS** language in detail under section 8. Therefore, Mr. Krebs' request for an additional three years and/or "... an additional five years" is **DENIED**.  
**Response to Mr. Davis letter dated December 2, 2004, ends here.**

**"RETALIATE ISSUES"**

In my letter dated October 29, 2004, on page # 8, under "RETALIATE ISSUES," I (Mr. Smith) stated, "Also, I hope there are no type of created accident or accidents after this letter, on this leased property and/or from anyone involved in those wrongful acts, indicated in this letter." But, on November 9, 2004, Mr. Krebs and/or his mother called the police on me (Mr. Smith) and falsely accused me of stalking, simply because his mother saw me driving in "Swann Estates." That evening when the Delaware State Police contacted me about the complaint, I informed the officer that I was on business shopping for home prices on Seagull road in "Swann Estate" and showed the officer a fax copy concerning my business in "Swann Estate." The State Police Officer, clearly responded by stating, that he did not believe the complaint and would file the complaint as "unfounded." (November 11, 2004, letter from Coldwell Banker' Sales Manager, and faxed copies - Exhibits Q)

E





Exhibit E

Landscape Service & Grounds Maintenance

302-436-0366 • 1-800-799-1371

SEP 2<sup>nd</sup> 2002

Lessee

- STEVEN KREBS

Lessor

- PATRICIA MEYERS

Sale of <sup>14ft</sup> 16x60 MOBILE TRAILER  
TO PAT MEYERS LESSOR FROM  
LESSEE STEVEN KREBS ON DATE 9-4-02  
For Price of 950.00 put in rear of property  
Drop only.

Sign & Date

(BAL on 2002 lease)

9-4-02 Lessee Steven Krebs

2,000.00

- 500.00 8-1-02 pd

9-4-02 Lessor Pat Myers

- 950.00 9-4-02 pd

Balance Due on 2002 Season Lease property (550.00)  
(GARDEN CENTER)



F



April 20, 2005

As of this date I cannot  
find the title to the  
Mobile Home trailer Mfg.

Magnolia.

Outstanding balance in

~~Landscape~~ Landscape material  
of \$115.00 is still due from  
Flower Krebs.

F. William Simpson  
12222 Brand Road  
Bishopville, Md. 21813

Oct. 13, 2004

Subject 1969 Magnolia Mobile  
Home? 2 Bedroom

S/n 1975532

Was sold to Mr. Steven Krebs  
for the sum of \$500.00, bal \$115.00.

This is not stolen property.  
I think I have the title.  
Was removed from 12222 Brand Rd.

Bishopville, Md.  
21813,

F. William Simpson  
40-352-3465

Exhibit F

Exhibit F

**KREATIVE KARE**  
P.O BOX 796  
SELBYVILLE, DE 19975  
302-436-0366  
1-800-799-1371

**BILLING  
STATEMENT**

**Nº 303**

ALL ACCOUNTS PAYABLE WITHIN 30 DAYS  
OF BILLING DATE. LATE FEE OF \$25.00  
WILL BE ASSESSED.

DATE 9-27-02

*Bill Simpson*  
*12222 Pine Run*

PLEASE DETACH & RETURN WHITE COPY WITH YOUR REMITTANCE

AMOUNT ENCLOSED \$ \_\_\_\_\_

BILLING CHARGES	
BALANCE OF 9-24-02 345.00	
Added 9 x 15 SCDs 135.00	
345.00	220.00
✓ DEL	10.00
- 230.00	
<u>9-27-02</u>	TOTAL DUE

115.00

Thank You

Steve Krebs owes me \$115.00 in  
material as of 4-18-05 on trailer.

*W. Simpson*

*Exhibit F*

IMAGINEWARE

P.O BOX 796  
SELBYVILLE, DE 19975  
302-436-0366  
1-800-799-1371

**BILLING  
STATEMENT**

**Nº 305**

ALL ACCOUNTS PAYABLE WITHIN 30 DAYS  
OF BILLING DATE. LATE FEE OF \$25.00  
WILL BE ASSESSED.

DATE 9-24-02

► BZU Simpson  
12222 BZU RL

PLEASE DETACH & RETURN WHITE COPY WITH YOUR REMITTANCE

AMOUNT ENCLOSED \$ \_\_\_\_\_

BILLING CHARGES	
BAC on TRACER BRIGHT	
\$ 499.00	
6.12 miler document	144.00
	Del \$ 10.00
499.00	
- 154.00	
<i>BZU Simpson</i>	
<b>TOTAL DUE</b>	<b>154.00</b>

*BZU*  
9-24-02 345.00

*Thank You*

Landscape & Bobcat Service Co.

Mulch • Pruning • Sod/Seeding • Plant Installation  
Stone Driveways • Pavers/Walkway Designs • Nursery Plants/Supplies  
**Complete Landscape Service**

**STEVEN S. KREAS**

Office: 302-436-4005

-800-799-1371

1-800-799-1371

Mobile: 302-462-5486

P.O. Box 796  
Selbyville, DE 19975

P.O. Box 796, Selbyville, DE 19975  
Route 20, Roxana, DE

413

**Office: 1-800-799-1371**  
**Cell: 302-462-5486**

Date 6-10

Name \_\_\_\_\_

**Address**

**NO RETURNS ON LIVE PLANTS, STONE, OR MULCH**  
Open account charges must be paid within 30 days of date on invoice or there will be a \$25. Late fee assessed.

**\$25. Charge for all returned checks**

Rec'd by \_\_\_\_\_

*Thank You*

April 20, 2005

As of this date I can not  
find the title to the  
Mobile Home trailer Mfg.

Magnolia.

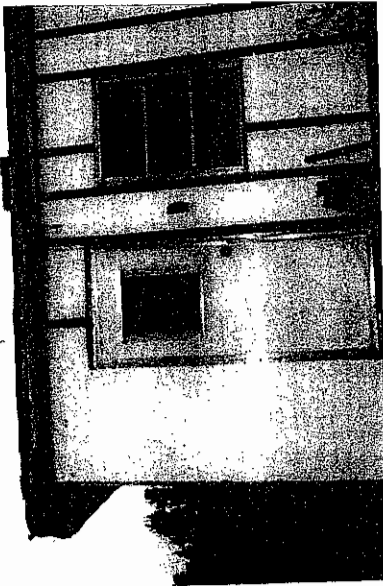
Outstanding balance in

~~landscape~~ Landscape material

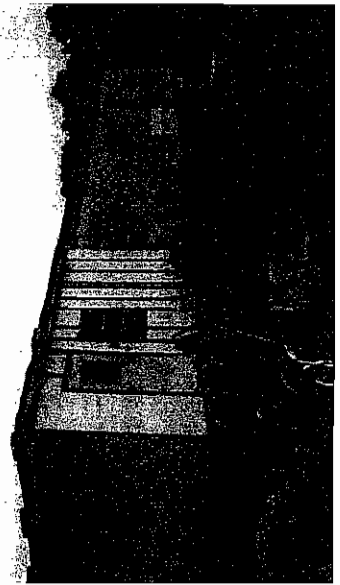
of \$115.00 is still due from  
Steven Krebs.

Exhibit F

F. William Simpson  
12222 Broad Road  
Bishopville, Md. 21813



2002 Selling to Steven Krebs  
10/20/04 F. William Simpson



2002 Selling to Steven Krebs  
10/20/04 F. William Simpson



G



Exhibit G

HENRY CLAY DAVIS III, P.A.

H. CLAY DAVIS, III  
claydavis@davislawoff.com

LAW OFFICES  
303 N. BEDFORD STREET  
P.O. BOX 744  
GEORGETOWN, DELAWARE 19947  
TEL: 302-856-9021  
FAX: 302-856-1556

HENRY C. DAVIS  
hcdavis@davislawoff.com

ALAN G. DAVIS  
adavis@davislawoff.com  
Admitted to:  
Delaware-Maryland

Note: To Mr. Smith (Agent) Only

23 November 2004

Dennis Smith  
P.O. Box 311  
Selbyville, Delaware 19975

RE: Steven Krebs/Kreative Garden Center

Dear Mr. Smith:

I received your correspondence earlier this month and I have begun preparing the suit on behalf of my client. However, prior to filing that suit I wish to give you and Ms. Meyers one last opportunity to attempt to settle this matter amicably. Since you are not willing to facilitate the continued lease of the space my client occupies, my client would like to make an offer to purchase that 2.5 acre piece of property.

As a bit of background, I understand that you now have a Deed which incorporates this property under its terms. If this is true, then an additional count in the complaint that I am preparing would have to be added to seek enforcement of the first right of refusal contained in the lease signed by Ms. Meyers. If we were to prevail in Court, that Deed to you would be vacated and Ms. Meyers would likely be forced to offer the property to my client under whatever terms were applicable to the sale or transfer to you under that Deed. It is my suspicion that it is much less than the fair market value of the property.

As such, my client has authorized me to offer to pay for the 2.5 acres only, the amount of \$55,000.00. That amount is admittedly under the likely fair market value of that portion of the property. However, we make the offer under circumstances in which we think that we could prevail on the loss of the business that your actions have caused my client over the course of the past year. His losses are significantly more than the proposed reduction from the fair market value of that 2.5 acres.

*Exhibit G*

Dennis Smith  
23 November 2004  
Page 2

I hope that you and Ms. Meyers will carefully consider this offer and report back to me at your first convenience as to whether you are willing accept. I believe it represents that last best chance to avoid an expensive court battle.

Please note that this offer is made as an offer of compromise to settle the entire matter and cannot be used against my client in a hearing. I appreciate your time and attention in this matter and look forward to a prompt response from you.

Sincerely,



Alan G. Davis

AGD/ala  
Cc: File

*Note:*

H



**EXHIBIT H -- PLAY ENCLOSED VIDEO  
TAPE FOR THE PROPERTY  
BOUNDARIES ISSUES**

*Note:  
Request if needed*

I





*Exhibit I*

Attorney, Alan G. Davis and Mr. Steven S. Krebs  
November 12, 2004  
Page 2

herself, but being forced in to answering Section 9, which states, "Sixty days prior to the expiration of the lease term and any extension thereof, lessor shall provide lessee with an asking price for the purchase of the leased premises and/or the entire 6-acre parcel." I am answering Section 9, Pro se as I think I should, but nothing is to be "Implied," that Ms. Meyers wants to sell. See next paragraph below for "asking price."

**"Asking Price" conclusion**

Clearly, in Section 9, Mr. Krebs did not state, "MARKET PRICE," but clearly stated, "ASKING PRICE." Therefore, for the record, as of the date of this letter and/or the date that Mr. Krebs and/or Mr. Krebs' agent and/or Mr. Krebs' attorney receives this letter, this letter will serve as NOTICE, that the "asking price" is, Three Million Five Hundred Thousand dollars ( \$ 3, 500, 000. 00 ) for the two and a half acres located in Sussex County, Tax Map parcel number 5 -33 -11.00 - 82.00, which Mr. Krebs is leasing and Mr. Krebs' business is located. (Note: This property is five miles from the beach, also being used for commercial use, road frontage, and continues to go up in price)

**Real Estate Conspiracy plot and/or Actionable Negligence and/or Breach of lease, because of Mr. Krebs' Involvement with Bay Twenty L.L.C., on the Leased property**

Again, concerning Civil Case, "C.A. No. 069-S," at trial, it was found that Bay Twenty L.L.C., recorded an ALTERED DOCUMENT in the government Recorder of Deeds on August 26, 2003, at 11:36 A.M., to take property which Bay Twenty L.L.C., never leased. Also, Vice Chancellor Leo E. Strine, Jr., found the lease to be, an UNCONSCIONABLE lease agreement on July 14, 2004. This lease had an altered plat drawing attached, which was illegally recorded on August 26, 2003, and designed for Bay Twenty L.L.C. to go through Mr. Steven S. Krebs' leased two and a half acres, which his business is located on. Mr. Krebs, also allowed Bay Twenty to drive through according to this altered plat drawing designed, on March 26, 2004.

1. See Video tape dated March 26, 2004 for proof, Exhibit K.
2. See altered plat drawing, which was illegally recorded in the government Recorder of Deeds on August 26, 2003, Exhibit L.
3. Expert witness, Mr. Elton M. Murray of Land Tech, LLC surveyors. Mr. Murray at trial on July 9, 2004, confirmed that Bay Twenty's driveway was designed to go through Mr. Krebs' leased two and a half acres, Exhibit M.
4. Now, see Exhibit D and Exhibit E from my letter dated October 29, 2004, with certified Numbers, 7002 2410 0001 0238 1896 and 7002 2410 0001 0238 1902. Then, at the same time see Exhibit K, just mentioned in number 1 above.

**Note:** On Exhibit M, Yellow outlines Mr. Krebs two and a half acres and Blue outlines Bay Twenty's approximately four and a half acres.

--- continue on page 3 ---

J



*Exhibit J*

**HENRY CLAY DAVIS III, P.A.**

H. CLAY DAVIS, III  
claydavis@davislawoff.com

LAW OFFICES  
303 N. BEDFORD STREET  
P.O. BOX 744  
GEORGETOWN, DELAWARE 19947  
TEL: 302-856-9021  
FAX: 302-856-1556

HENRY C. DAVIS  
hcdavis@davislawoff.com

ALAN G. DAVIS  
adavis@davislawoff.com  
Admitted to:  
Delaware-Maryland

31 May 2005

Patricia A. Meyers  
RR4, Box 103A  
Frankford, DE 19945

RE: Krebs v. Meyers

Dear Ms. Meyers:

As you know I represent Steven Krebs in regards to his leased portion of your property. As you may know, we have applied for conditional use because the County has required it at this point. As a part of that application process, we need a survey to be done. However, no surveyor is willing to conduct a survey unless the entire parcel is surveyed, not simply the portion that my client leases from you. I write today asking for your permission to allow a survey of the entire parcel.

*— NOT PART OF LEASE —*

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Alan G. Davis  
Dictated But Not Read

AGD/jlp

cc: Dennis L. Smith  
Steven Krebs  
File

*note: compare the difference between this Exhibit J and Exhibit C concerning Mr. Krebs' claimed Right under Section Eight vs. Mr. Krebs' asking permission. Now see Exhibit K.B. [Signature]*

K



Exhibit K



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES &  
ENVIRONMENTAL CONTROL  
DIVISION OF WATER RESOURCES  
89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

March 30, 2004

Dennis Smith  
P.O. Box 311  
Selbyville, Delaware 19975

Dear Mr. Smith:

You have insisted that an agricultural well which Mr. Krebs installed on certain property he is leasing from Ms. Patricia Meyers is not legal. My staff performed an inspection of the well and found no apparent violation of critical requirements of the Department's regulations. The required well identification tag was, however, not present on the wellhead.

Remaining after the well inspection was the question of whether or not the lease allowed for Mr. Krebs to install said well. At my request, Mr. Steven Krebs provided a copy of the commercial lease agreement between himself and Ms. Meyers.

Section Seven of the agreement allows Mr. Krebs to make improvements related to his business. Mr. Krebs' business involves maintenance of stock plants. Those plants, and other aspects of his operation, require supplemental water. No source of water supply existed on the property. Mr. Krebs elected to install of well for a source of water. The well in question is clearly an improvement related to his business. The terms of the agreement are plain and unequivocal in this respect.

The Department's remaining interest in this matter to have the identification tag affixed to the well. The Department will shortly direct the well installer to perform this task. Once that is accomplished the Department will have no further involvement on this issue.

Sincerely,

Stewart Lovell, P.G.  
Manager  
Water Supply Section

c: Steven Krebs  
Kevin Donnelly  
Matt Chesser  
Laurie Moyer  
Alan Pongratz

*Delaware's good nature depends on you!*

L





Exhibit L

December 30, 2005

The Dispatch/Maryland Coast Dispatch

## ... Cops & Courts

FROM PAGE 20A

ed to 90 days in jail with all but 10 days suspended. He was also fined \$500 and placed on supervised probation for two years.

### Four Months For Sex Offender

**SNOW HILL** - A Selbyville, Del. man accused of sexually assaulting his friend's girlfriend in an Ocean City hotel room this summer pleaded guilty earlier this month to a fourth-degree sex offense and was sentenced to a year in jail with all but four months suspended.

Steven Scott Krebs, 40, of Selbyville, was arrested in Ocean City in August and charged with a third- and fourth-degree sexual assault after a complaint was filed by his alleged victim. On Aug. 15, Ocean City police were called to a mid-town hotel for a complaint about a woman sexually violated in her hotel room.

As the investigating officer exited a hotel elevator, he was met by two men, later identified as Krebs and Harry Scott Crawford, who told the officer, "here we are," as if they knew what he was doing there.

The officer interviewed the complainant, who told police she was staying in the hotel room with Krebs and Crawford, who was her boyfriend. The victim said the trio had gone out to dinner earlier and came back to the hotel room, and that she went to bed under the impression Crawford was going to drive Krebs

home. When she went to bed, the two men were sitting on the hotel room balcony.

The victim said she fell asleep and a short time later woke up to find Krebs performing oral sex on her. She immediately kicked Krebs away when she realized what was happening, according to the police report on the incident.

When interviewed by police, Krebs corroborated the victim's story. He said at one point he went into the victim's room and began kissing her as she slept before performing oral sex on her. Where the two stories differ is why Krebs stopped when he did. The victim said he stopped because she kicked him away, but Krebs said he stopped because he suddenly felt remorseful.

In either case, the victim ordered both men out of the hotel room and called the hotel desk for help. The desk clerk called Ocean City police who arrived at the unit, interviewed the victim and placed Krebs under arrest for a third- and fourth-degree sex offense.

### Vehicle Vandal Sentenced

**SNOW HILL** - A Pittsburgh, Pa. man who smashed a rear-view mirror from a vehicle and yelled obscenities at Ocean City police this summer pleaded guilty in Worcester County Circuit Court earlier this month to malicious destruction of property under \$500 and received a suspended sentence of three days in jail.

On July 7, Ocean City police observed a man later identified as Matthew P. Micheler, 21, of Pitts-  
SEE PAGE 22A

★  
**Phillips**  
**BEACH PL**  
New Year's E

Holiday Dining  
Plus Full Mer

Party Fav  
Champagne Toa

Dale Britt Live At Pi  
Live DJ 9 p.

Please Call Deb  
At 443-523-4158 F

Phillips Beach 1  
13th Street, Oceanfron

If The Dog Is A-Rockin' ... Come On A-

New Year's Eve



New  
Last  
Reg

M



*Exhibit M*

Court: DE Court of Chancery

Judge: Leo E Strine Jr

LexisNexis File & Serve Reviewed Filing ID: 3795626

Date: 6/25/2004

Case Number: 069-S

Case Name: Bay Twenty LLC vs Patricia Meyers & Dennis Smith

This order is granted with the following modifications and additions:

1. Respondent Meyers must sign any pretrial memorandum that purports to speak on her behalf. The respondents' pretrial memorandum may only raise defenses and arguments fairly asserted in the answer filed on their behalf by Mr. Gray. At trial, the respondents may only raise defenses and arguments fairly asserted in the answer filed on their behalf by Mr. Gray.
2. On June 30, 2004, the parties must also submit with the court a list of trial witnesses. Ms. Meyers should be prepared to testify on her own behalf at trial.
3. At trial, Mr. Smith will be able to act as only his own lawyer and not Ms. Meyer's. She must represent herself. The only questions Mr. Smith may ask of witnesses are those related to this own interests as a respondent.
4. There will be no opening argument at trial. The pretrial briefs will constitute opening arguments. Closing arguments or post-trial briefs will be made or submitted only if the court so decides after hearing the evidence.
5. The petitioners' counsel shall serve this order on the respondents and provide proof of service.

IT IS SO ORDERED.

/s/ Judge Leo E Strine Jr

Procino & Tarburton, LLP  
Attorneys at Law

Exhibit M

Michele Procino - Wells



John E. Tarburton (DE & MD)

November 11, 2005

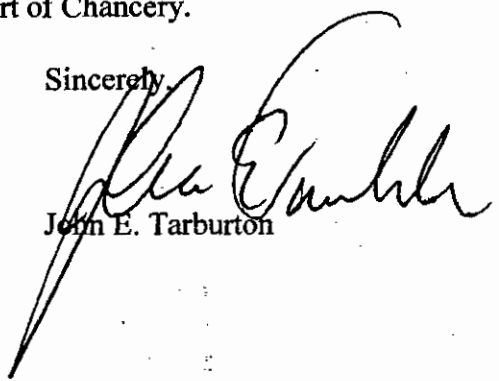
Mr. Dennis L. Smith  
RR 4, Box 103A  
Frankford, Delaware 19945

Re: Krebs v. Meyers  
C.A. No. 1120-S

Dear Mr. Smith:

This matter has been transferred to me as Plaintiff's former attorney has been appointed to a position in the Delaware judiciary. You have filed legal documents in the Court of Chancery on behalf of Patricia A. Meyers, specifically, an answer to a complaint and an amended answer to a complaint. This constitutes the unauthorized practice of law as you are not admitted to the Delaware bar. The fact that Mrs. Meyers has executed a Power of Attorney giving you authority to act on her behalf does not make you an attorney at law. Please contact me, or have your attorney contact me, as soon as you have had a chance to review this letter. Otherwise, I will file a complaint with the Commission on the Authorized Practice of Law and I will also seek other monetary sanctions as permitted by the Rules of the Court of Chancery.

Sincerely,

  
John E. Tarburton

JET/lkf

pc: Steven Krebs



A handwritten lowercase letter 'f' is shown on primary ruled lines. The letter starts with a vertical stroke from the middle dashed line down to the bottom solid line, and a curved stroke starting from the middle dashed line, arching up to touch the top solid line.

*Exhibit F*

EFiled: May 26 2006 8:51AM EDT  
Transaction ID 11380553



**COURT OF CHANCERY  
OF THE  
STATE OF DELAWARE**

WILLIAM B. CHANDLER III  
CHANCELLOR

COURT OF CHANCERY COURTHOUSE  
34 THE CIRCLE  
GEORGETOWN, DELAWARE 19947

Submitted: May 5, 2006

Decided: May 26, 2006

John E. Tarburton  
Procino & Tarburton, LLP  
123 Pennsylvania Avenue  
Seaford, Delaware 19973

Patricia A. Meyers  
RR 4, Box 103A  
Frankford, Delaware 19945

Re: *Steven Krebs d/b/a Kreative Garden  
Center v. Patricia A. Meyers*  
Civil Action No. 1120-S

Dear Mr. Tarburton and Ms. Meyers:

On February 10, 2006, defendant filed a speaking motion to dismiss the complaint. As of today, no answering brief has been filed. Briefing shall be completed as follows:

- Plaintiff shall file an answering brief by June 9, 2006.
- Defendant shall file her reply brief by June 23, 2006.

IT IS SO ORDERED.

Very truly yours,

*William B. Chandler III*

William B. Chandler III

WBCIII:bsr





**Procino & Tarburton, LLP**  
Attorneys at Law



Michele Procino - Wells

John E. Tarburton (DE & MD)

June 8, 2006

Via facsimile and first class mail  
Chancellor William B. Chandler, III  
Court of Chancery  
34 The Circle  
Georgetown, Delaware 19947

Notice:  
This letter is deceitful  
And involved in actionable  
Negligence and/or conspiracy  
in this Court of Chancery

**Re: Steven Krebs d/b/a/ Kreative Gardens Center v.  
Patricia A. Meyers; C.A. No. 1120-S**

Dear Chancellor Chandler:

On May 26, 2006, the Court issued an Order directing an answering brief to defendant's motion to dismiss to be filed by June 9, 2006, with a reply brief due by June 25, 2006. I received this Order by mail on May 30, 2006.

Please accept this request for an extension to file plaintiff's answering brief. It is possible for the Court to construe Defendant's motion to dismiss as:

- 1) a Motion to dismiss an amended complaint, the amendment to which has never been granted;
- 2) a Motion to dismiss the entire action, apparently under Rule 41 (b); and
- 3) a misidentified Motion for summary judgment under Rule 56.

In order to properly protect my client's interests, I believe that I need to prepare an answering brief that addresses all three possibilities. I respectfully request an extension until Friday, June 16, 2006 to file Plaintiff's answering brief.

I have been unable to contact Ms. Meyers about this request, as her phone number is unlisted. Please contact me if you have any questions.

Sincerely,

John E. Tarburton, Esquire

Pc: Patricia Meyers

123 Pennsylvania Avenue, Seaford, Delaware 19973  
302.628.4140 ♦ Fax: 302.628.4150



Exhibit H

COURT OF CHANCERY  
OF THE  
STATE OF DELAWARE

WILLIAM B. CHANDLER III  
CHANCELLOR

COURT OF CHANCERY COURTHOUSE  
34 THE CIRCLE  
GEORGETOWN, DELAWARE 19947

July 18, 2006

John E. Tarburton (Via e-Filing)  
303 N. Shipley Street  
Seaford, DE 19973

Dennis L. Smith (Via First Class Mail)  
P.O. Box 311  
Selbyville, DE 19975

Patricia A. Meyers (Via First Class Mail)  
RR 4, Box 103A  
Frankford, DE 19945

Re: Steven Krebs d/b/a Kreative Garden  
Center v. Patricia A. Meyers  
Civil Action No. 1120-S

Dear Ms. Meyers, Mr. Smith and Mr. Tarburton:

In light of Mr. Smith's July 8, 2006 letter to the Court, as well as Mr. Smith's numerous telephone calls to my office, I believe it is necessary for the Court to address an important procedural issue.

It is well settled under Delaware law that only a member of the Bar of the Supreme Court of Delaware, a party appearing *pro se*, or an attorney admitted *pro hac vice* may participate in a proceeding before the Court.<sup>1</sup> It does not appear that Mr. Smith is a member of the Delaware Bar. Mr. Smith is not a party to this lawsuit. Nor is Mr. Smith an attorney admitted *pro hac vice*. Mr. Smith represents that he is the "attorney-in-fact" for Ms. Meyers under a general power of attorney. That status, in and of itself, cannot circumvent the rules proscribing representation by non-lawyers. That is, a person holding "power of attorney," although known popularly as an "attorney-in-fact," is not considered an attorney who can appear in court on behalf of another person. The Delaware Supreme Court has recognized this critical policy in order to insure that the public will enjoy the representation of individuals who have been found to possess the

→ Therefore, see Exhibit E, which is the February 10, 2006, Motion to Dismiss, as Chancellor Chandler III, pointed out in his May 26, 2006, court order. Also in this Motion to Dismiss is a January 19, 2006, letter, therefore see page # 11, paragraph # 6 which EXPLAINS how Mr. Smith uses this "power of Attorney," Chancellor Chandler III HAD NO PROBLEM OR ISSUE AT THAT TIME,  
<sup>1</sup> *Kostyshyn v. State*, 856 A.2d 1066 (TABLE) citing *Delaware State Bar Ass'n v. Alexander*, 386 A.2d 652 (Del. 1978).

but, now in this court order REVENGE.

Notice: Only because of Agent Mr. Smith's July 8, 2006, letter concerning actionable negligence and/or conspiracy involving Chancellor Tarburton. Therefore, for the first time, since 2/23/05, Chancellor Chandler III illegally stopped Mr. Smith from using his "power of attorney" by this letter of court order.

necessary skills and training to represent others.<sup>2</sup> Otherwise, anyone could, in effect, represent parties in litigation merely by acquiring a power-of-attorney.

As a result, Mr. Smith is barred from acting as an attorney representing Ms. Meyers. Instead, Ms. Meyers must either retain a licensed attorney admitted to the Bar of the Delaware Supreme Court or represent herself *pro se*.

To this end, the Court instructs the Register in Chancery to refuse any filing in this case signed by Mr. Smith acting on behalf of, or as a representative for, Ms. Meyers. In addition, the Register in Chancery and my chambers will not accept any further telephone calls from Mr. Smith pertaining to this case.

IT IS SO ORDERED.

Very truly yours,

A handwritten signature in black ink that reads "William B. Chandler III". The signature is written in a cursive style with a horizontal line at the end.

William B. Chandler III

WBCIII:meg

---

<sup>2</sup> See *In re Snyder*, 820 A.2d 390, 392 (Del. Fam. Ct. 2001). See also *Marshall-Steele v. Nanticoke Mem'l Hosp.*, 1999 WL 458 724, at \*5 (Del. Super. June 18, 1999); *Conaway v. Hawkins*, Del. Ch., C.A. No. 1942-S, Noble, V.C. (Del. Ch. May 23, 2006).

A handwritten capital letter 'I' on lined paper. The letter is formed with a single vertical stroke and a horizontal base. The top of the letter is slightly curved to the left. The paper has horizontal blue lines.



*Exhibit I*

LexisNexis File & Serve

Welcome: Simmons, Arline  
DE Court of Chancery

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Tuesday, July 25, 2006 11:41:48 EDT

**Court:** DE Court of Chancery **Judge:** Chandler, William B **File & Serve Live** 2/23/2005  
**Division:** N/A **Case Number:** 1120-S **Date:**  
**Case Type:** Injunctive Relief **Case Name:** Krebs, Steven et al vs Patricia A Meyers **Document(s) Filed:** 50  
**Date Range:** All














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1-26 of 26 transactions <<Prev Page 1 of 1 Next>>

<input type="checkbox"/> Transaction	<input type="checkbox"/> Date/Time	<input type="checkbox"/> Option	<input type="checkbox"/> Case Number Case Name	<input type="checkbox"/> Authorizer Organization	<input type="checkbox"/> # Document Type	<input type="checkbox"/> Document Title	<input type="checkbox"/> Size
<input type="checkbox"/> 11827270	7/18/2006 2:56 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input type="checkbox"/> 36 Letter	Letter <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 11786496	7/13/2006 3:00 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	<input type="checkbox"/> 35 Letter	Letter to Chancellor Chandler and John Tarburton from Dennis Smith dated July 6 2006 <a href="#">[view]</a>	3.3MB
<input type="checkbox"/> 11662326	6/29/2006 9:37 AM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	John E Tarburton, Procino- Wells, Michele	<input type="checkbox"/> 34 Letter	John Tarburton, Esquire's letter in response to Dennis Smith's June 25, 2006 letter <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 11642197	6/27/2006 1:51 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input type="checkbox"/> 33 Letter	Letter <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 11638288	6/27/2006 10:49 AM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	John E Tarburton, Procino- Wells, Michele	<input type="checkbox"/> 32 Letter	Letter from John E. Tarburton, Esquire requesting continuance to file answering brief <a href="#">[view]</a>	0.1MB
<input type="checkbox"/> 11637057	6/27/2006 8:11 AM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	<input type="checkbox"/> 31 Letter	Letter to Chancellor Chandler & Mr. Tarburton from Dennis Smith dated June 25, 2006 requesting an extension of hearing <a href="#">[view]</a>	2.9MB
<input type="checkbox"/> 11583055	6/20/2006 4:02 PM EDT	File And Serve	1120-S Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	<input type="checkbox"/> 30 Letter	Scheduling Letter <a href="#">[view]</a>	0.1MB

	<a href="#">11554598</a>	6/16/2006 2:39 PM EDT	File And Serve	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	 27 Letter	Letter to Mr. Tarburton and Chancellor Chandler dated June 12 2006 [view]	1.5MB
						 28 Brief	Plaintiff's Answering Brief To Defendant's Motion To Dismiss [view]	2.4MB
						 29 Appendix	Appendix To Plaintiff's Answering Brief To Defendant's Motion To Dismiss [view]	0.3MB
						 Other	Attachments to Plaintiff's Answering Brief [view]	4.4MB
						 Certificate of Service	Certificate Of Service [view]	0.1MB
						 Other	Attachments To Appendix To Plaintiff's Answering Brief To Defendant's Motion To Dismiss [view]	3.3MB
	<a href="#">11490359</a>	6/9/2006 12:17 PM EDT	File And Serve	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	 26 Letter	Letter Revising Briefing Schedule [view]	0.1MB
	<a href="#">11380553</a>	5/26/2006 8:51 AM EDT	File And Serve	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	William B Chandler, DE Court of Chancery	 25 Letter	Letter [view]	0.1MB
	<a href="#">10640628</a>	2/23/2006 8:48 AM EST	File And Serve	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	 24 Motion	Corrected Page 6 in the Motion To Dismiss Plaintiffs Amended Verified Complaint for Declaratory and Injunctive Relief [view]	0.1MB
	<a href="#">10551029</a>	2/10/2006 3:53 PM EST	File And Serve	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	Patricia G Randolph, DE Court of Chancery	 23 Motion	Motion To Dismiss Plaintiff's Amended Verified Complaint For Declaratory And Injunctive Relief filed by Dennis Smith [view]	0.4MB
						 Proposed Order	Order [view]	0.1MB
						 Exhibits	Exhibits [view]	0.5MB
	<a href="#">10366417</a>	1/19/2006 10:39 AM EST	File Only	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	Michele Procino- Wells, Procino- Wells, Michele	 17 Proposed Order	Notice of Motion, Motion to File Amended Complaint and Order [view]	0.1MB
						 18 Exhibits	Exhibit to Motion [view]	0.1MB
						 19 Exhibits	Exhibit to Motion [view]	0.1MB
						 20 Exhibits	Exhibit to Motion [view]	0.1MB

					21 Exhibits	Exhibit to Motion <a href="#">[view]</a>	0.1MB
					22 Exhibits	Exhibit to Motion <a href="#">[view]</a>	0.1MB
6482620	8/15/2005 9:48 AM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	16 Order	Stipulation To Substitute Counsel <a href="#">[view]</a>	0.1MB
5991046	6/10/2005 12:09 PM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	15 Letter	Letter from Mr. Smith dated June 7, 2005 <a href="#">[view]</a>	0.2MB
5854388	5/19/2005 4:09 PM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	11 Amended Answer	Amended Answer filed by Mr. Smith <a href="#">[view]</a>	0.4MB
					12 Exhibits	Amended Answer Exhibit A <a href="#">[view]</a>	0.9MB
					13 Exhibits	Amended Answer Exhibit B-F <a href="#">[view]</a>	0.3MB
					14 Exhibits	Amended Answer Exhibits G-J <a href="#">[view]</a>	0.1MB
5760839	5/5/2005 4:35 PM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	10 Letter	Letter from Mr. Smith Ref: Amended Answer <a href="#">[view]</a>	0.1MB
5722176	4/29/2005 4:14 PM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	9 Other	Answer To Complaint For Declaratory and Injunctive Relief <a href="#">[view]</a>	0.3MB
					Exhibits	Exhibit A to Answer <a href="#">[view]</a>	0.8MB
					Exhibits	Exhibit B-G Answer <a href="#">[view]</a>	0.4MB
5660122	4/21/2005 9:17 AM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	8 Letter	Letter from Mr. Smith and Ms. Myers <a href="#">[view]</a>	0.2MB
5608091	4/13/2005 3:00 PM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	7 Letter	Letter from Dennis Smith and Patricia Meyers <a href="#">[view]</a>	0.1MB
5550662	4/4/2005 5:00 PM EDT	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Patricia Randolph, DE Court of Chancery	6 Sheriffs Return	Service was completed on Patricia A. Meyers by Dennis Smith picking up her papers at the Sheriff's office <a href="#">[view]</a>	0.1MB
5469466	3/30/2005 5:00 PM EST	File And Serve	<u>1120-S</u> Krebs, Steven et al vs Patricia A Meyers	Patricia Randolph, DE Court of Chancery	4 Letter	Letter to Chancellor William B. Chandler, III and Alan G. Davis, Esq. from Dennis L. Smith <a href="#">[view]</a>	0.1MB
5469467	3/30/2005 5:00 PM EST	File And Serve	<u>1120-S</u> Krebs, Steven et al vs	Patricia Randolph, DE Court of	5 Letter	Letter with Date Correction to Mr. Davis and Chancellor	0.1MB

			Patricia A Meyers	Chancery		Chandler from Dennis L. Smith and Patricia A. Meyers [view]	
	<a href="#">5250045</a>	3/1/2005 5:00 PM EST	File And Serve	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	Arline Simmons, DE Court of Chancery	 3 Other	Sent Summons To Sheriff 3/1/05 [view] 0.1MB
	<a href="#">5203826</a>	2/23/2005 4:06 PM EST	File And Serve	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	Alan G Davis, Davis, Henry Clay III PA	 2 Praeipce	Praeipce [view] 0.1MB
						 Affidavit	• Linked to (1) Affidavit of Steven Krebs [view] 0.1MB
						 Exhibits	• Linked to (1) Exhibit A: Commercial Lease Agreement [view] 0.2MB
						 Exhibits	• Linked to (1) Exhibit B: Letter to Defendant [view] 0.1MB
						 Exhibits	• Linked to (1) Exhibit C: Letter from Dennis L. Smith [view] 0.1MB
	<a href="#">5199838</a>	2/23/2005 10:08 AM EST	File Only	<a href="#">1120-S</a> Krebs, Steven et al vs Patricia A Meyers	Alan G Davis, Davis, Henry Clay III PA	 1 Complaint	Verified Complaint for Declaratory and Injunctive Relief [view] 0.1MB
						 Case Information Statement	• Linked from (5) Supplemental Information Pursuant to Rule 3(a) of the Rules of the Court of Chancery [view] 0.1MB
						 Proposed Order	Proposed Order [view] 0.1MB
						 Proposed Order	Order [view] 0.1MB

1-26 of 26 transactions &lt;&lt;Prev Page 1 of 1 Next&gt;&gt;

LexisNexis File &amp; Serve



06-455

JS 44 (Rev. 11/04)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<b>I. (a) PLAINTIFFS</b> <u>STEVEN KREBS d/b/a Kreative Gardens Center</u>	<b>DEFENDANTS</b> <u>PATRICIA A. MEYERS</u>
<b>(b) County of Residence of First Listed Plaintiff</b> <u>SUSSEX</u> (EXCEPT IN U.S. PLAINTIFF CASES)	<b>County of Residence of First Listed Defendant</b> <u>SUSSEX</u> (IN U.S. PLAINTIFF CASES ONLY)
<b>(c) Attorney's (Firm Name, Address, and Telephone Number)</b> <u>503 North Shipley Street, Dover, Delaware 19901</u> <u>John E. Tarburton Esq.</u>	<b>Attorneys (If Known)</b> <div style="text-align: right;">             JUL 27 AM 10:25              U.S. DISTRICT COURT              DISTRICT OF DELAWARE           </div>

<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)																								
<input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<b>OTHER/STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input checked="" type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)							
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment	

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 U.S.C. § 1443, § 1446, § 1331</u> Brief description of cause: <u>State of Del. Court of Chancery</u>
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VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ <u>00</u>	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY	(See instructions): <u>State of Del. Court of Chancery</u> JUDGE <u>Hon. William B. Chandler</u> DOCKET NUMBER <u>1120-S</u>
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DATE <u>December 2</u>	SIGNATURE OF ATTORNEY OF RECORD <u>Dennis J. Smith power of Attorney for Patricia A. Meyers</u>
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FOR OFFICE USE ONLY

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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OFFICE OF THE CLERK  
UNITED STATES DISTRICT COURT  
DISTRICT OF DELAWARE

Peter T. Dalleo  
CLERK

LOCKBOX 18  
844 KING STREET  
U.S. COURTHOUSE  
WILMINGTON, DELAWARE 19801  
(302) 573-6170

RE: C.A.# 06 - 455

CASE CAPTION: Krebs v. Meyers

**ACKNOWLEDGMENT OF RECEIPT FOR F.R.Civ.P. 4**

I hereby acknowledge receipt of a copy of Rule 4 (Summons) of the Federal Rules of Civil Procedure, and understand that it is my responsibility to make service of process on defendants in accordance with this rule.

Date Received JUL 27 2006  
by Plaintiff:

Signed: Patricia A. Meyers  
Pro Se Plaintiff

Date Received JUL 27 2006  
by Clerk's office:

Signed: Evette Watson  
Deputy Clerk

Note: If you received Federal Rule 4 by mail, please sign this receipt and return it to:

Clerk  
U.S. District Court  
844 N. King Street  
Lockbox 18  
Wilmington, DE 19801

If applicable, Rule 4 mailed to plaintiff:

\_\_\_\_\_  
Date mailed

\_\_\_\_\_  
By Deputy Clerk

cc: Docketing Clerk



AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 06 - 455

**ACKNOWLEDGMENT**  
**OF RECEIPT FOR AO FORM 85**

**NOTICE OF AVAILABILITY OF A**  
**UNITED STATES MAGISTRATE JUDGE**  
**TO EXERCISE JURISDICTION**

I HEREBY ACKNOWLEDGE RECEIPT OF 1 COPIES OF AO FORM 85.

JUL 27 2006

(Date forms issued)

Dennis L. Smith power of Attorney  
(Signature of Party or their Representative)

Patricia A. Meyers

Dennis L. Smith power of Attorney  
(Printed name of Party or their Representative)

Patricia A. Meyers

Note: Completed receipt will be filed in the Civil Action